



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, July 27, 2015 ~ 5:00 p.m.
Letot Center **REVISED LOCATION**
10503 Denton Dr. Dallas, Texas 75220

FILED

2015 JUL 21 PM 3:33

COUNTY CLERK
DALLAS COUNTY

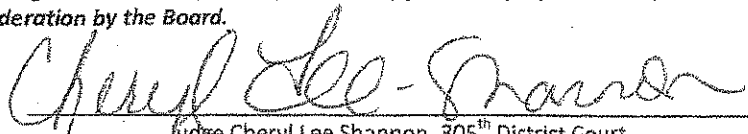
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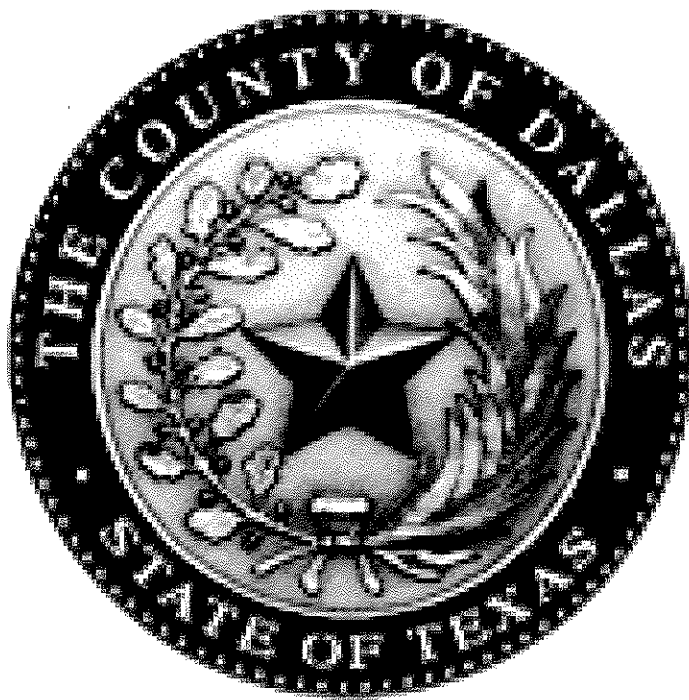
- I. Call to Order
- II. Tour of Facility
Letot RTC
- III. Approval of Minutes
June 22, 2015
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items - Juvenile Department
 - A. Director's Report.
 - B. Quarterly Reports – Facilities
 - C. Juvenile Justice Alternative Education Program (JJAEP) Update
- VI. Action Items - Juvenile Department
 - D. Certification of the Letot RTC for Girls
 - E. Approval of the 2015 Letot RTC Policies and Procedures Manual
 - F. Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program (JJAEP)
 - G. Edmentum ESL ReadingSmart Service Agreement with the Dallas County Juvenile Justice Alternative Education Program (JJAEP)
 - H. Interlocal Agreement with Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services
 - I. Juvenile Justice Alternative Education Program (JJAEP) Student Code of Conduct.
 - J. Juvenile Justice Alternative Education Program (JJAEP) Special Education Services Contract with Diagnostic Assessment Services (DAS)
 - K. Juvenile Justice Alternative Education Program (JJAEP) Memorandum Of Understanding with Region 10
 - L. Dallas Independent School District Food Service Agreement and Juvenile Justice Alternative Education Program (JJAEP)
 - M. Contract Renewal with Victoria County Post-Adjudication Program for FY2016
 - N. Youth Service Advisory Board Juror Fund Recommendations for Fiscal Year 2016
 - O. Ratification Grant Submission to the American Psychological Association (APA)
 - P. Dallas County Juvenile Management Training Proposal with Dr. Lindsey
 - Q. Juvenile Processing Office – City of Combine Municipal Court and Combine Police Department
- VII. Discussion Items - Charter School
 - R. Charter School Update
- VIII. Action Items - Charter School
 - S. Academy for Academic Excellence (AAE) Special Education Services Contract with Diagnostic Assessment Services (DAS)
 - T. Edmentum ESL ReadingSmart Service Agreement with Academy for Academic Excellence (AAE)
 - U. Academy for Academic Excellence Budget Amendment #5: IDEA-B; Line Item Adjustments
 - V. Dallas Independent School District and Academy for Academic Excellence (AAE)
 - W. Renewal of Dallas County Schools Interlocal Service Agreement
 - X. School Improvement Network – Edvivate
- IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076
Subjects:
Contracts : Litigation : Personnel : Security :

Notes:

**Individuals Wishing to Speak During the Public Comment Period Must Register With the Executive Director's Executive Administrative Coordinator, Ms. Na'thella Wilson (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 Lee Shannon, 305th District Court
Chairman, Dallas County Juvenile Board



APPROVAL OF MINUTES

III.

MINUTES OF MEETING DATE: June 22, 2015

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

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

MEMBERS PRESENT: Commissioner John Wiley Price, Vice-Chairman
Judge Andrea Martin
Judge Craig Smith
Judge Ken Molberg
Judge Andrea Plumlee
Judge Paula Miller
Judge Amber Givens-Davis

MEMBERS ABSENT: Judge Cheryl Lee Shannon, Chairman
Judge Clay Jenkins

I. **Call to Order**

The Dallas County Juvenile Board met at the Dallas County Juvenile Department, 305th District Court/Referee Courtroom, Room A332 3rd Floor. Commissioner John Wiley Price, Vice-Chairman, called the Juvenile Board Meeting to order at 5:02 p.m.

- A motion was made by Judge Ken Molberg and seconded by Judge Andrea Martin to suspend the agenda at 5:04 p.m. The motion was unanimously approved.

III. **Approval of Minutes**

Commissioner John Wiley Price, Vice-Chairman presented the Minutes from the May 18, 2015, Juvenile Board Meeting for approval. A motion was made by Judge Ken Molberg and seconded by Judge Andrea Martin to approve the May 18, 2015 minutes. The motion was unanimously approved.

IV. **Public Comment regarding Juvenile Department**

Commissioner John Wiley Price, Vice-Chairman made mention there were no persons present for public comment and then went on to Discussion Items.

V. **Discussion Items-Juvenile Department**

A. **Director's Report:**

The Department would like to recognize Natalie Gardner in Placement Services for 30 Years of Service. Victim Services Officers, Diana Saucedo and Hope Bolanos attended a ceremony at the Arapaho United Methodist Church, along with the Crime Victims Council of Dallas County in celebration of National Crime Victims' Rights Week.

Throughout the month of May 2015, three hundred and nine (309) youth completed a total of eight hundred and eighty-one (881) Court ordered CSR hours at various approved CSR sites in Dallas County. Additional ninety-four (94) CSR hours were completed by twenty-nine (29) youth.

Point of Information – Commissioner John Wiley Price asked Dr. Smith who has reviewed the diversity

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214-698-2200 Office

214-698-5508 Fax

curriculum WordSmooth. Dr. Smith stated the department has reviewed the curriculum and it is available for review.

Generation Next (GenNext) is a spin-off of the Potter's House Prison Ministry (PHPM) for juveniles. The weekly/bi-weekly life and social skill program addresses the day-to-day issues that challenge our youth; the program includes a separate component for girls, which is currently under reconstruction.

There continues to be community service and restitution hours. Volunteer programs are always ongoing. Parkland continues to come in and work with our kids and they have done HIV testing. The youth in the Detention Center worked on Robot Wars where the kids participated in building robots. This was overseen by "Teens at Work," the Workforce Development Program. They met every Thursday night at 7:00 for 1.5 hours.

Several youth participated in the Food Handlers and Job Readiness training facilitated by volunteers from Youth with Faces. On May 18, 2015, Medlock Facility was recertified by the Governing Board as required by TJJD. The entire programs have gone through the TJJD auditing. The reports will be available for the board once TJJD had completed our compliance review.

Youth Village is scheduled for their first Texas Administrative Code Chapter 355 Audit during the week of June 8th thru 12th.

Point of Information – Commissioner John Wiley Price asked if there's a policy with regards to escorting juveniles to funerals. Dr. Smith stated there is a policy in place. We first get permission from the Judge before they are escorted to the funeral. Dr. Smith explained there have been some out of state escorts. Commissioner John Wiley Price expressed how it was a therapeutic model for the youth.

The Letot Residential Treatment Center is still waiting on the Fire Marshall. Once that component is complete with the City, we will notify the Board within 96 hour and then we should be able to do our emergency tour to certify and begin to accept girls.

B. Juvenile Justice Alternative Education Program (JJAEP) Update:

The Dallas County Juvenile Justice Alternative Education Program (JJAEP) continues to focus on preparing students for testing. The staff has created incentives such as "Lunch with the Principal", "Free Dress Day", and "Co-Curricular Recreational Time" to assist in modifying behavior.

The credit recovery program is well underway and JJAEP staff is steadily finding ways to assist students in their positive transition back into their traditional educational setting.

The 50th Anniversary of the Civil Rights March in Selma, Alabama over the Edmund Pettis Bridge was studied by the Social Studies Department by watching the movie "Selma" during the last week of school.

Mr. James Hutchins with New Life Community Church in Frisco, Texas served as a keynote speaker for the DRC and JJAEP campuses during the last week of school.

VI. Action Items - Juvenile Department

C. FY 2016 Juvenile Department Budget:

Commissioner John Wiley Price made mentioned he has asked for an organizational chart. He stated he has talked to the Director and he does not have the department organizational chart.

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

During discussion, Commissioner John Wiley Price noted for the record that Judge Paula Miller arrived at 5:11 pm.

Commission John Wiley Price made mentions how the radios are out dated at Medlock and Youth Village. Commissioner John Wiley Price highlighted how the equipment is a safety and security issue which should have been addressed last year. Ms. Marilyn Boss informed the Board members the radios are at least ten years old. Commissioner John Wiley Price also stated the radios should come out of Medlock and Youth Village budget and not facilities.

With regards to Letot, he stated he will not budget the 30 FTEs for initial opening. We have contracts and whatever the contract says or until the girls come and there is a need. Individuals will be added based on population of girls.

During discussion, Commissioner John Wiley Prices summed up how he will not budget in 30 to 35 FTE until there is a signed contract for Letot RTC. Dr. Smith highlighted how Dallas County facilities whenever possible are able to meet the needs of placement youth; and thanked the judiciary for their support in keeping Dallas County youth "closer to home" when making placement dispositional decisions. Dr. Smith stated they will revisit the numbers, compare them and provide the board with the information to sum up the placement total, based on incremental population.

Commissioner John Wiley Price expressed he has an issues with the 50 million dollars of the budget. He's looking for a way to do action items that says that we embrace a budget that continues to be vetted up until the time it is presented to the Dallas County Commissioners Court. He just doesn't want to carry 35 FTE, in a budget, which may at the end of the day be 10 to 15 for Letot RTC..

- A motion was made by Judge Paula Miller and seconded by Judge Ken Molberg to approve the FY 2016 Juvenile Department Budget subject to potential amendment to address the issues which were discussed. The motion was unanimously approved.

D. FY 2016 Juvenile Justice Alternative Education Program Budget:

Funding is based upon students actually present each day (daily attendance) and is not necessarily based upon student enrollment. The FY 2016 DCJJAEP budget projects revenue of \$1,278,081. The proposed budget will be implemented on September 1, 2015, and will be in effect until August 31, 2016. The financial JJAEP budget has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor. An average daily attendance (ADA) of 75 students will create revenue using the following rates: mandatory expulsions at a \$86 per diem, and discretionary expulsions at \$103.58 per diem.

Dr. Smith provided the Board with information regards to HB2398, Truancy Bill. The bill will possibly decrease the numbers because they have to do so much activity before they can refer a child to the Juvenile Department. And one of those will be a referral to the Juvenile Department, JJAEP program.

Dr. Smith recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2016 Budget as presented.

Point of Information – Commissioner John Wiley Price asked Dr. Smith if anyone has done any projections. Dr. Pirtle mentioned in terms of the house bill and the potential impact to JJAEP, his team has not done any projections to indicate what it might do in terms of the budget for JJAEP. The majority of the team had

worked on the budget and turned it over to Ms. Carmen Williams with Budget Services for review.

Dr. Smith stated there was a meeting with who may be affected by the HB2398 (truancy bill). DISD is the biggest referral source and they have not put together what their policy and procedures are going to be. So, we don't know what the referral process is going to be and DISD is unable to give any information on how they are going to look at their discretionary and mandatory referrals. Dr. Smith asked them, once they have a plan in place, can they let us know, as it makes is hard for us when they can't tell us what their plans are.

Commissioner John Wiley Price made mentioned on how the department saw this coming in terms of the budget. Dr. Smith stated how we can talk about what the max is. Because we have never been at the max. We can look at the difference between them averaging 75 and what the max is and meet with the fourteen (14) districts and explain to them, if the max is 150 students and between the 75 of them we can break it down on an average. Dr. Pirtle explained to the Board, with this budget our staffing is at 100. Ms. Monique Paige explained to the Board, JJAEP can pick up 25 additional students but if we take on more than 25 students, we would have to increase in staff.

Dr. Smith went on to explain if the enrollment goes up the budget may increase and as the enrollment goes down the budget will decrease. It's all funded through other sources based on the amount of students we get. Everything is based on our numbers. Commissioner John Wiley Price asked what it will take to get to 150 students. Dr. Smith explained beyond the 100, if we went up more, then we would have to hire additional teachers. Dr. Pirtle stated if this happens there would not be enough cash flow to hire additional teachers and will need assistance from other sources. Dr. Smith stated we can do a projection for him at 100, 125, and 150 students and what it will look like in terms of dollar amount and staffing patterns.

Point of Information – Judge Paula Miller asked if they will be reimbursed. If there's a lag time and what is the lag time? Ms. Paige gave the process of the reimbursements. Stating it is approximately 30 days to be reimbursed if numbers increase.

- A motion was made by Judge Paula Miller and seconded by Judge Ken Molberg to approve the Dallas County Juvenile Justice Alternative Education Program FY 2016 Budget as presented subject to the amendments discussed in Juvenile Board. The motion was unanimously approved.

E. JJAEP Memorandum of Understanding:

This Action Item was pulled.

F. Renewal Application to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2015-2016:

We expect this program to generate revenue in excess of \$857,000 that will be reimbursed for our meals. There's an opened ended expiration date so we do not have to have the Judge's signature. The only time we will need the Judge's signature is if either party wants to terminate the agreement. The National School Lunch/Breakfast Program agreement is for the period July 1, 2015 through June 30, 2016. Dr. Smith asked the Board to approve the National School Lunch/Breakfast Program.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the National School Lunch/Breakfast Program. The motion was unanimously approved.

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G. Approval of a Memorandum of Understanding with Focus on Teens with the Evening Reporting Center and JJAEP:

Focus on Teens (FoT) is a community-based nonprofit organization dedicated to student success. FoT is currently available to any school in the Dallas Independent School District (DISD). This program provides a Drop In Center on high school campuses for homeless teens. The JJAEP Drop In Center will be a designated location where youth and families can pick up needed items after requesting them from DCJD-JJAEP or ERC staff. Dr. Smith asked the Board to approve the Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP.

Point of Information – Commissioner John Wiley Price asked what kind of numbers we are talking about. Dr. Smith gave clarity on how Child At Risk has done a study about how many homeless youth, and there have been studies that indicate 70% of our kids have mental issues. They were projecting the homeless population of kids on juvenile probation to be 5%. Dr. Smith highlighted she doesn't know any other juvenile department that has this program. She can ask DISD what their total numbers are who they are serving and we will know how many referrals we get from DISD and look at the projection. Commissioner John Wiley Price requested definitive numbers on the amount of youth the department identifies as "homeless".

- A motion was made by Judge Craig Smith and seconded by Judge Amber Givens-Davis to approve Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP. The motion was unanimously approved.

H. Youth With Sexual Behavior Problems Grant Application:

This application and solicitation targets the 10-14 year old, sexual offender population, who have sexually abused a younger sibling or close family member. If awarded, the grant period will begin October 1, 2015 and will end September 30, 2017. The department will pursue advanced training in Children with Problematic Sexual Behavior-Cognitive Behavioral Therapy (PSB-CBT) and in Trauma Focused-Cognitive Behavioral Therapy (TF-CBT), expand the Family Preservation Program (FPP), introduce Chaperone Training to DCJD families of juvenile sex offenders, and include collaborations with community stakeholders in advanced trainings, such as the Dallas Children's Advocacy Center (DCAC) and MetroCare.

- A motion was made by Judge Paula Miller and seconded by Judge Ken Molberg to approve the Youth with Sexual Behavior Problems grant application and authorize the Dallas County Judge to sign any related grant documents. The motion was unanimously approved.

I. Teens and Police Service Academy (TAPS) Contract approval:

The Dallas County Juvenile Department received a grant award for Fiscal Year 2015 from the Office of the Governor, Criminal Justice Division in the amount of \$45,440. TAPS Academy in conjunction with Dallas Police Department will conduct TAPS Academy at the Youth Village and Medlock Center starting the week of June 22, 2015, through the week of August 31, 2015. Dr. Everett Penn who began the program in Houston was available to answer any questions. TAPS Academy is an 11-week intervention program in which a cohort of youth partner with Mentor Police Officers for 2 hours at a time to discuss a curriculum of pressing issues such as: bullying, anger management, avoidance of gang life, drug use, police interaction, conflict management and many other youth and law enforcement-focused topics.

Dr. Everett Penn gave an overview of the TAPS Program. The program started in Harris County in 2012 at all three of their locations in Harris County. It is designed to reduce the social distance and create better understanding between at-risk youth and law enforcement by 35 to 50 percent. A pre-test and post-test is used to measure the outcome of the youth in the program.

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Point of Information – Dr. Smith highlighted how the program is focused on the adjudicated youth. She stated the goal is to help the kids to have a better relationship with the police to stop any youth from having an altercation with law enforcement. The Dallas Police Department will be teaching and working with the kids from the juvenile division. Judge Amber Givens-Davis asked how the officers are chosen. Dr. Everett Penn explained the officers who are chosen are picked by the higher command since they know their officers. Judge Amber Givens-Davis stated blindly picking the officers to work with the adjudicated kids is problematic to her and thinks there should be a better selection process. Commissioner John Wiley Price added he also sees it could be problematic. Judge Paula Miller asked Dr. Everett Penn in the description of the program, there is a minimum of three to four hours a week during a two month period with children, and what is not clear to her is what is going on in the class with the kids. Dr. Everett Penn highlighted how the program has been approved by TEA which allows each youth to receive one high school credit to stop the school to prison pipeline. Curriculum consists of presenting issues such as: bullying, anger management, avoidance of gang life, drug use, police interaction, conflict management and many other youth and law enforcement-focused topics. TAPS is located in Columbus, OH, El Paso, TX, Galveston, TX, and Houston, TX. Dr. Everett Penn added he's learned from officers as well as the youth how to deal with police. The program began from the Community Oriented Policing Service Office (COPS).

Commissioner John Wiley Price asked how do you advocate for the program without any data. Dr. Everett Penn explained how you take the most at-risk youth and they openly say to you, "I will kill you", and taking that youth who has the dislike of police and moving them to the point to at least some respect for the police. So, when they come together at 2 o'clock in the morning the situation can be deescalated. Judge Amber Givens-Davis also highlighted how what has been shown on the media with police and their actions, does the TAPS Program, address the issues because it's been going on since 2012. Dr. Penn stated it is done through conversation.

Judge Andrea Martin expresses how she feels the program is teaching the youth to roll over and obey. Dr. Penn explained to her how the program is designed to teach the youth how to respond to an officer better.

Point of Information – Dr. Smith informed the Board that this is a grant from OJJDP and they have a time parameter and if this is not approved we will not get the funding for the program and it will be voided. Dr. Everett Penn expressed to the Board his confidence that he could work together to see the file.

- A motion was made by Judge Paula Miller to approve the grant subject to the kind vetting of the police officers who had been selected. DPD Officer leadership had to represent that there's been not issues with the officers who had been assigned. Hearing no second to the motion died for lack of a second.

J. Juvenile Processing Office – Richland College, DFW International Airport and Seagoville Police Department:

The Richland College Police Department has requested to modify their previously designated Juvenile Processing Offices by removing Room P162 in Pecos Hall. Rooms P161, P163, P170 and P172 in Pecos Hall and Room K110 in Kiowa Hall will continue to be utilized as Juvenile Processing Offices located at 12800 Abrams Road, Dallas, Texas 75243 and were personally inspected by Rudy Acosta, Deputy Director of Probation Services on May 8, 2015. It has been determined this site remains suitable as a Juvenile Processing Office. In calendar year 2014, the Richland College Police Department had no referrals to the Juvenile Department.

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The DFW International Airport Police Department's Criminal Investigative Division (CID) Interview Room 1, CID Conference Room and Patrol Conference Room located at 2900 E. 28th Street, DFW Airport, Texas 75261 were previously designated as approved Juvenile Processing Offices on July 24, 2006 by this Department and the Dallas County Juvenile Board. In calendar year 2014, the DFW International Airport Police Department referred one (1) youth to the Dallas County Juvenile Department. The one (1) referral was an African American female.

The Seagoville Police Department Law Enforcement Center's Interview Room and Patrol Room, located at 600 N. Highway 175, Seagoville, Texas 75159 were previously designated as approved Juvenile Processing Offices on July 24, 2006 by this Department and the Dallas County Juvenile Board. In calendar year 2014, the Seagoville Police Department Law Enforcement Center referred ten (10) youth to the Dallas County Juvenile Department. Of the ten (10) referrals, 7 (70%) were White; 7 males and 0 female, 3 (30%) were Hispanic; 1 male and 2 females.

Dr. Smith asked the Board to approve the Juvenile Processing Offices for the Richland College Police Department, the DFW International Airport Police Department, and the Seagoville Police Department Law Enforcement Center.

- A motion was made by Judge Ken Molberg and seconded by Judge Andrea Martin to approve the Juvenile Processing Office Modification. The motion was unanimously approved.

Commission John Wiley Price asked for the record to reflect that Judge Andrea Plumlee has left the room at 6:09pm however the motion passed by a majority and a quorum was still present.

K. Licensure Renewal as Functional Family Therapy Provider with FFT LLC:

This action Item was suspended for Executive Session.

L. Approval of Memorandum of Understanding between Youth Villages Resources of Dallas and the Juvenile Dept. for WLDG 1000; Introduction to Welding Class at the Youth Village:

The Youth With Faces (YWF) formerly the Youth Village Resources of Dallas (YVRD) has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide residents with skills to increase their employability once discharged from placement. A welding-certified, continuing education instructor from El Centro College, Bill J. Priest (BJP) Campus will lead the class, and the BJP campus will provide the welding simulators housed at the Youth Village campus for use by the students.

Author noted Judge Andrea Plumlee returned to the room at 6:12pm. Quorum still present.

Dr. Smith asked the Board to approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces for WLDG 1000 Introduction to Welding Class operating at Youth Village.

- A motion was made by Judge Craig Smith and seconded by Judge Andrea Plumlee to approve the Memorandum of Understanding (MOU) between Dallas County Juvenile Department and Youth With Faces for WLDG 1000 Introduction to Welding Class operating at Youth Village. The motion was unanimously approved.

M. Juvenile Detention Alternatives Initiative (JDAI) Coordinator Professional Services Contract Renewal:

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In May of 2006, the Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF). The Juvenile Department has received JDAI funding in the amount of \$15,000 a year following the initial award for the first three years of our participation. The Year 10 monetary award is expected to be \$15,000 as well, based on conversations with the Annie E. Casey Foundation. The current professional services contract budget totals \$12,000 for the JDAI consultant.

- A motion was made by Judge Paula Miller and seconded by Judge Andrea Martin to approve the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. The motion was unanimously approved.

N. Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces for the Dorm "Hour of Empowerment" program at the Youth Village:

The Youth With Faces (YWF), formerly the Youth Village Resources of Dallas (YVRD) has provided vocational programs for Youth Village and Medlock Center residents, aiming to provide residents with skills to increase their employability once discharged from placement. The program will discuss these topics: How to deal with Negative Peer Pressure, Benefits of Public Speaking Skills & How to Enhance Current Skills, Importance of Forgiving Others and Self-Forgiveness, How to Overcome Educational Challenges, Importance of Respecting Authority, Benefits of Responding to Conflict instead of Reacting, and Insights to College Experience & Collegiate Academics.

Point of Information - Commissioner John Wiley Price asked how the program is following up with the kids. Dr. Smith explained to the Board that anyone who works with the youth must go through a background check. Commissioner John Wiley Price also asked how we looked at outcomes. Mr. Chris Quadri, Executive Officer with Youth with Faces expressed to the Board how they have paired up with University of Texas At Dallas and asked for two things, recidivism and employment two, four, and six months out. The results have been good. Judge Paula Miller asked Mr. Chris Quadri how do you know the skills will make a difference. He explained to the Board he knows the program will not be successful unless the kids get something out of it. The program works hard with teaching skills.

Point of Information – Judge Andrea Martin asked Mr. Chris Quadri what numbers he was talking about with regards to Judge Paula Miller's question. He stated he was speaking with respect to the recidivism and employment numbers. With the recidivism rates they've measured two groups in 2008 to 2010 they measured the young men who went through the vocational classes. The ones who completed their programs, recidivism rates were low by 13% and their employment rate was doubled of their peers by 50% who did not participated.

- A motion was made by Judge Ken Molberg and seconded by Judge Craig Smith to approve the Memorandum of Understanding between Dallas County Juvenile Department and Youth With Faces for YWF to present the Dorm "Hour of Empowerment" program at Youth Village. The motion was unanimously approved.
- A motion was made to recess as the Dallas County Juvenile Board by Judge Andrea Plumlee seconded by Judge Paula Miller. The motion was unanimously approved.
- A motion was made to convene as the Academy for Academic Excellence by Judge Andrea Plumlee and seconded by Judge Andrea Martin. The motion was unanimously approved.

VII. Discussion Item – Academy for Academic Excellence (AAE) Charter School

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O. Charter School Update:

Dr. Terry Smith mentioned the JJAEP and DRC Campuses held a Career Day for the students to learning about different potential career options. Mr. James Hutchins with New Life Community Church in Frisco, Texas served as a keynote speaker for the DRC and JJAEP campuses during the last week of school. AAE has mainly working on the end of course test and getting the kids to pass the tests. Dr. Danny Pirtle was available to answer any question.

Point of Information - Commissioner John Wiley Price asked Dr. Pirtle how many teachers they have at the campus. Dr. Pirtle informed the Board there are fifty-five (55) teachers on campus. Commissioner John Wiley Price also asked if it's a low or high number for the campus. Dr. Pirtle explained that last year they had about sixty (60) teachers. Commissioner John Wiley Price asked for clarification on if they gear up based on everything for seventy-five (75), where would we be. Dr. Pirtle stated they are in the process of interviewing to fill vacancies.

VIII. Action Item – AAE Charter School**P. Academy for Academic Excellence Budget FY 2016:**

Commissioner John Wiley Prices stated the board already discussed the budget and will answer any different questions that have not already been discussed.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Academy for Academic Excellence Charter School FY 2016 Budget. The motion was unanimously approved.

Q. Approval of a Memorandum of Understanding with Focus on Teen with Day Reporting Center:

The JJAEP Drop In Center will be a designated location where youth and families can pick up needed items after requesting them from DCJD-JJAEP or ERC staff. Dr. Smith asked the Board to approve the Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP.

- A motion was made Judge Ken Molberg and seconded by Judge Andrea Martin to approve the Memorandum of Understanding with Focus on Teens and the Dallas County Juvenile Department, the Evening Reporting Center and JJAEP. The motion was unanimously approved.

R. Letot RTC AAE Non-Expansion Amendment:

The Academy for Academic Excellence Charter School Board is seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814). There is some wording that we need clarity on in terms of the resolution. Dr. Smith stated she thinks the school board order should be sufficient. Commissioner John Wiley Price asked Mrs. Denika Caruthers from the legal side if she's comfortable with utilizing the court order as the resolution. Mrs. Denika Caruthers made it clear that she was comfortable with utilizing the court order as the resolution.

- A motion was made by Judge Ken Molberg and seconded by Judge Paula Miller to approve a written resolution seeking non-expansion of the AAE charter to include the Letot RTC under the auspices of the Academy for Academic Excellence Charter School (057814). The motion was unanimously approved.

- A motion made by Judge Andrea Plumlee and seconded by Judge Andrea Martin to adjourn at 6:25 pm as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Judge Ken Molberg and seconded by Judge Andrea Martin to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

IX. Executive Session - Juvenile Department

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

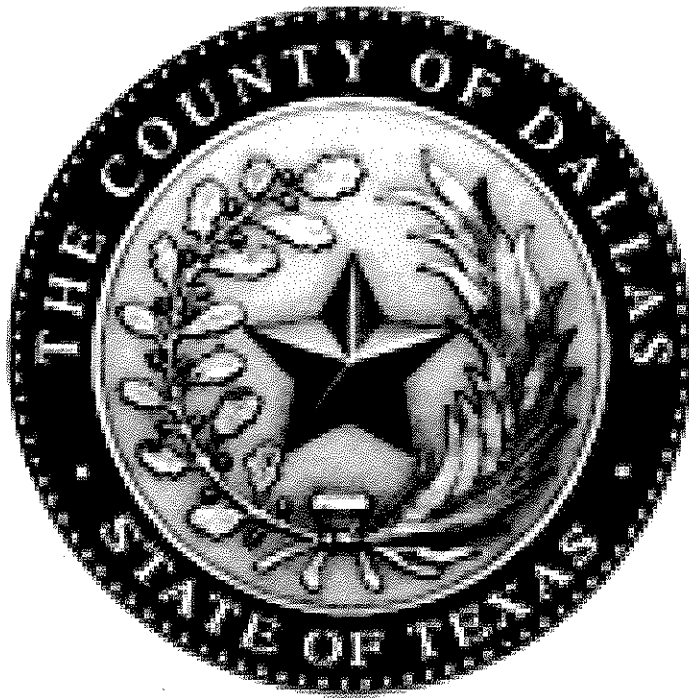
At 6:27 pm, Commissioner John Wiley Price, Vice-Chairman, called the meeting into Executive Session.

At 7:25 pm, Commissioner John Wiley Price, Vice-Chairman, called the meeting out of Executive Session and had the record reflect they only discussed those matters authorized by law to discuss; there were no actions taken or decisions made during Executive Session. In the matter of **Action Item K; Licensure Renewal as Functional Family Therapy Provider with FFT LLC:**

Dr. Smith stated she needs to read something into the record regarding FFT renewal. This is for us to be able to go from phase II for a period of July 22, 2015 to May 26, 2016 and thereafter be able to go to phase III. Also for the record it's for FY 2015 and 2016. It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's contract with FFT LLC to continue phase II and phase III consultation and supervisory training to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

Commissioner John Wiley Price stated to approve it with the caveat that the department is to engage assistance with regards to the contract for a period up to six months with specificity as it pertains to the management locally of the contract.

- A motion was made by Judge Ken Molberg and seconded by Judge Amber Givens-Davis to approve the FFT LLC contract. The motion was unanimously approved.
- The meeting was adjourned at 7:26 p.m. following a motion by Judge Paula Miller and seconded by Judge Andrea Martin. The motion was unanimously approved. Meeting adjourned.



DISCUSSION

ITEM A.

DIRECTOR'S REPORT

JULY 2015

The Department recognized outstanding divisional and departmental employees for the month of June 2015, for the following staff:

DCJD Employee of the Month: Dr. Ciondria Jones (Psychology).

DCJD Employee with 25 Years of Service – Leslie Gipson (Administration)

PROBATION SERVICES

The Evening Reporting Center (ERC) celebrated its one year anniversary on June 9, 2015. Over the past year, the ERC has processed 124 referrals and has provided programming for 79 youth and currently has 12 youth enrolled in the program. In its first year the ERC has expanded from serving two field district offices to serving seven field district offices, covering geographic areas in parts of South Dallas, Oak Cliff, Pleasant Grove and Irving. The ERC operates Monday – Thursday from 4:30pm to 8:30pm and provides quality cognitive and educational group sessions for 28 days to male youth ages 13 to 17. The ERC specifically targets youth on probation that have been struggling with maintaining compliance with their terms and conditions of probation and might have otherwise been referred back to the juvenile court for technical violations. The ERC maintains "Putting Youth First" goals by

providing structured, well supervised group activities, a healthy meal and assistance to the youth rethinking and refocusing on what's important in life. The Department would like to thank the following staff for their hard work and dedication to the ERC: Rudy Acosta – Deputy Director, Roger Taylor – Probation Manager, Katie Morgan – Probation Officer, Marco Burks – Juvenile Supervision Officer, Ivan Galarza – Juvenile Supervision Officer and Dr. D. Vaughn, part-time Psychologist. We are looking forward to continued success in the coming years.

FIELD SERVICES – CY 2015

	JUNE	YTD
Probation Caseload	1379	1395 *
New Probationers	112	732
Review Hearings	183	1022
Delinquent Conduct	14	93
Technical Violations	31	161
Pre-Adjudicated	528	-
PAIS	103	-
Total Caseload	2010	-

* Average

The Youth Offender Court (YOC) officially commenced its first court session on June 17, 2015. The YOC was designed to divert young offenders, ages 10-13, from becoming involved in the Juvenile Justice system by providing programming that assists in their cognitive development and promoting understanding of what is appropriate behavior to avoid delinquency. The department would like to acknowledge and thank Judge Martin and Judge Rodriguez of the 304th court, Donna Brewer - Program Coordinator, and Probation Officer Jessica Orta for their unwavering commitment in with this unique diversionary program. We look forward to its success.

On June 29, 2015, the Victim Services Unit held a Victim Impact Panel at the Henry Wade Juvenile Justice Center. There were 63 participants, which included our youth on probation and their parents.

Community Service Restitution (CSR) Update:

Throughout the month of June 2015, three hundred and seventy-four (374) youth completed a total of one thousand, two hundred and eighty-six (1,286) Court ordered CSR hours at various approved CSR

sites in Dallas County. Mr. Robert Baumeister retired after fourteen faithful years of service. We are in the process of hiring a Community Service Restitution Coordinator.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **82** youth for psychiatric services during the month of December. A total of **82** psychiatric consultations were performed with **60** of those being follow-up consultations. Of the **22** initial psychiatric consultations performed: **11** resulted in no medication being prescribed; **4** had already been prescribed psychotropic medications and continued those; **3** youth were already prescribed psychotropic medication and their medication was discontinued; and **4** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

MONTHLY REPORT JUNE 2015

Program News & Updates:

Summer school kicked off our summer programming with 185 residents (Detention, RDT, START and Hill Center) eligible for one of three courses: Credit Recovery, STAAR Preparation/Testing and GED Prep.

While some residents were not able to attend Credit Recovery due to various challenges, approximately 80 of 185 were eligible for the GED Pre-Test. We met all of the residents who were eligible for the GED pre-test with hopes of encouraging them to take advantage of the pre-test opportunity and half of them took the challenge. Of the 40 that pre-tested, 11 passed with a score of 410 and/or higher in both reading and math; one resident scored 650 in reading and 550 in math. The maximum score for GED pre-test is 650 in both categories and 410 is required for passing. Several residents had high scores in math, and missed reading score by only 10-30 points. These scores and their progress will be passed on to their Probation Officers.

START PROGRAM				
Activity	April	May	June	YTD
Individual Counseling Sessions	82	106	72	559
Family Counseling Sessions	0	0	0	0
Victim Impact Panel participation	0	21	0	76
Participation in Family Training Sessions	55	30	58	291
Family Training Sessions	9	8	8	39
Case Staffing's	39	19	32	164
Aftercare Contacts	0	0	0	0
Probation Officer Participation in Case Staffing's	94.8%	94.7	96.8%	

Volunteer Programs and Residents Activity:

Total Volunteer's/Hours for June 2015: Volunteers: 77 Intern: 0 Hours: 352.25

Dallas County HHS tested/counseled 38 residents, 0 positive for Syphilis and 0 positive for HIV

Volunteer Programs: Other Programs: Lend-an-Ear

Life/Social Skill Programs: COPES(Council on Prevention/Education: Substances – Alcohol/Drug Education; New Friends New Life – Mending the Soul;; Traffick911 – TRAPS (Traps of a Trafficker); Succeeding @ Work – Teens @ Work; ALERT Ministries - Robot Wars Computer Programming

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 Faith-4-Life

Life & Social Skills/Spiritual Enrichment Combo: The Potter's House – Boy's to Men with Character and GenNext Life Series; MTO Leadership Development (Ministry through Originality); ALERT Ministries – Girls Circle; I Am Second

Chaplain's Report: Counsel/Prayer: 22 residents

June Special Programs/Events:

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

- Courageous

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

- Residents attending Socials: Honors Girls, Honors Males and RDT Girls

DETENTION	April	May	June	YTD
Admissions	295	297	222	1587
Releases	305	272	227	1588
ADP	146	156	162	152
ALOS (days)	16.9	12.9	18.6	17.2
Detention Hearings	468	436	465	2135
TJJD/Placement Trips	10	9	10	47
Local trips	57	67	74	338
Youth transported	55	69	66	332
START				
Admissions	10	10	15	65
Releases	8	13	13	73
Successful	7	11	11	66
Unsuccessful	1	2	2	7
Administrative	0	0	0	0
ADP	33	26	33	33
ALOS	92.3	92.1	91.9	92.0

**MARZELLE C. HILL TRANSITION CENTER
MONTHLY REPORT FOR JUNE 2015**

	Apr.	May	June	YTD
Admissions	48	26	35	242
ADP	42	34	31	36
ALOS	23.2	25.2	27.5	26.8
Releases	52	39	26	235
Total Youth Served	94	67	61	270

Program Updates: We welcomed Ms. Sneed on June 1, 2015 as the new case manager. Residents enjoyed the military services week and several staff spoke to them about their experiences while serving in the military. Some residents were able to participate in summer school to receive credits for the upcoming school year. All residents who were in need of glasses were able to receive an eye exam and free glasses were provided by Essilor. There was a competitive spelling bee contest on June 25, 2015 with three winners that were provided snacks and lunch from McDonalds.

Program and Residents Activities: Community partners Rainbow Days and Traffic 911 conducted groups with the female residents. Rainbow Days provided drug intervention and life skills groups and Traffic 911 provided informative group in reference to sex trafficking. Dare to Dream provided services to the residents twice this month. New Life Ministry and Friendship West provided church services on the weekends.

Incidents: There were 6 Incident Reports written at the Hill Center during the month of June.

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

Grievances from residents: There were two grievances filed during the month of June.

Volunteer Services: 5 groups including 21 individuals provided a total of 50 hours of service.

MEDLOCK CENTER MONTHLY REPORT JUNE 2015

Medlock Center

New Initiatives:

On June 4th all youth and staff participated in our "Field Day" activities. All activities were held inside and on the basketball courts due to weather conditions (rain). After the fun, everyone was favored with hot links, chips, flavored water, and desserts. The activity was fun and safe. Essilor Vision Foundation provided free vision screenings for seventy (70) Medlock residents. Approximately fifty four (54) youth received new eyeglasses. On June 8th thru June 12th, Texas Juvenile Justice Department completed their annual Texas Administrative Code Chapter 343 Standards Compliance Monitoring Visit. The facility was deemed suitable for the confinement of children. On Saturday, July 18th, Bill Glass Behind the Walls will present their yearly Youth Day of Champions.

Activities:

Full Gospel Holy Temple; Lake Pointe Baptist Church; Potter's House; Pleasant Valley Baptist Church; Life Quest Essentials, Chaplain Roy Teague, Youth with Faces, and monthly Adopt a Dorm activities.

Medical Services/Transports:

Two (2) residents were transported to Parkland Memorial Hospital for routine medical care and one (1) was transported to Charlton Methodist on two separate occasions due to a medical emergency. Twelve (12) residents were transported to Jerome McNeil Detention for routine dental exams. Two (2) residents were transported to independent dentist appointments, and one (1) resident was transported to the funeral of his grandfather.

Volunteer /Intern Hours:

There were twenty four (24) group volunteers who were on campus for a total of eighty seven (87) hours. The total volunteer hours for the month of June were eighty seven (87) hours.

TJJD Reports:

There were no TJJD reports submitted during the month of June.

MEDLOCK CENTER				
	April	May	June	YTD
Total				
Admissions	6	4	6	33
Released	8	4	11	48
Successful	7	4	11	45
Unsuccessful	1	0	0	3
Administrative	0	0	0	0
ALOS	175.3	203.5	239.7	198.2
ADP	47	46	42	51
Total Youth Served	54	50	52	89
MEDLOCK STARS				
	April	May	June	YTD
Admissions	3	3	1	18
Releases	1	2	2	12
Successful	0	2	2	8
Unsuccessful	1	0	0	4
Administrative	0	0	0	0
ALOS (days)	N/A	254.0	288.5	287.6
ADP	26	29	27	27
Total Youth Served	29	31	30	40

**YOUTH VILLAGE
MONTHLY REPORT JUNE 2015**
On Campus:

On June 4th all youth and staff participated in our "Field Day" activities. After the fun, everyone was favored with hot links, chips, flavored water, and desserts. The activity was fun and safe. On June 8th, Essilor Vision Foundation provided free vision screenings for fifty four (54) Youth Village residents. Approximately twenty five (25) youth received new eyeglasses. On June 8th thru June 12th, Texas Juvenile Justice Department completed their annual Texas Administrative Code Chapter 355 Non-Standards Compliance Monitoring Visit. The facility was deemed appropriate to house youth. Family Training, PREP dog training program, El Centro College Computer and Food Management/Culinary Arts Classes continued to thrive. Summer school is in progress and all seems to be going good. Welding, Career Management and Financial Literacy Programs started this month. First Baptist Church Youth Choir of Summit, Mo. performed on campus. Psychology department began Art Therapy classes.

	Apr	May	June	YTD
TOTALS				
Admitted	11	12	8	58
ADP	51	54	56	47
Total Youth Served	57	66	63	98
Releases	3	11	6	42
Successful	3	8	4	37
Unsuccessful	0	3	2	5
Administrative Rel.	0	0	0	0
ALOS	199	213	213.3	202.8

Off Campus:

Eight (8) residents were transported to the Farmer's Market to participate in the Ice Cream social. Eight (8) residents were transported for the service training for Café Momentum and to work at the Café Momentum Restaurant. One (1) resident was transported to attend his Review Hearing.

Volunteer /Intern Hours:

Seven (7) individual volunteers provided thirty-six (36) hours of service. Two (2) chaplains provided sixteen (16) hours of service. Nine (9) group members provided seventy-two (72) hours of service for a total of one hundred twenty four (124) volunteer hours for the month of June.

Medical Services:

Eight (9) residents were transported to dental appointments at the Juvenile Detention Center; nineteen (19) residents were treated on the med-van, and five (5) received mental health services. Four (4) residents were transported to Parkland Hospital medical for follow-up appointments. (1) resident was transported to Children's GI Clinic and one (1) resident was transported to Parkland Hospital for a Radiology appointment.

Religious Programs:

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

Account of Reportable Injuries:

There were not reportable injuries for the month of June.

Escape/Furlough:

There were no runaways and/or youth that failed to return from their home visits during the month of June.

LETOT CENTER MONTHLY REPORT JUNE 2015

Letot Capital Board Initiatives:

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

Community Initiatives:

Non-Residential Services received 75 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 six youth and families attending ESTEEM Court in the month of June. One youth began services, one completed. Two youth were referred during the month of June. Aim, Functional Family Therapy, and Clinical have been providing services. The girls participated in an outing on May 29, 2015. They had dinner at Smokey John's

BBQ and then went Roller Skating at White Rock Skate. On June 30, 2015, the girls also participated in an educational outing to Operation Kindness, which is an animal rescue shelter. The girls learned about the mission statement and the work of the rescue shelter. They also helped make toys for the pets, and took a tour of the facility to see firsthand how the shelter operates and meet some of the rescued animals.

LETOT CENTER				
Residential	April	May	June	YTD
Admissions	30	30	18	156
Releases	31	27	25	156
ADP	25	26	22	24
ALOS	23.4	31.3	26.4	29.0
Total Youth Served	58	57	47	178
Intake/Orientation				
Admissions	107	93	55	550
Releases	107	91	59	548
ADP	2	3	2	2
ALOS	0.4	0.6	0.7	0.4
Total Youth Served	111	96	61	550

Residential Services:

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

Medical Services:

Residential: Health Screens – 16, Call Backs – 3, Doctor's visits - 38
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith Based Volunteers: worship and religious study - 2 volunteer, 3 hour; Life Skills Volunteers: visiting and teaching - 17 volunteers, 37.5 hours; Special Events: 0 volunteers, 0 hours.

Clinical Services:

In the Residential Unit, Clinical Services held four Process groups with the boys (8 residents) and eight Process groups with the girls (25 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 (39 rounds). Held therapy sessions with 36 clients: 73 individual and 68 family sessions.

June 2015 Referrals

	Alleged Delinquent Behavior																								Alleged CINS Behavior										Other Referrals				All Referrals			
	Felonies																Class A & B Misdemeanors								Status Only					Other than Status Only					Other Referrals							
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other							
Male	0	11	19	14	0	35	19	5	4	2	3	112	88%	1	26	42	26	59	43	2	311	76%	48	87%	0	28	0	0	0	0	0	0	10	38	37%	1	0	2	3	100%	400	70%
Female	0	0	1	3	0	2	5	0	2	1	2	16	13%	0	21	32	2	18	11	0	100	24%	7	13%	0	42	0	0	0	0	0	0	23	65	63%	0	0	0	0	0%	172	30%
												128								411		55									103				3		572					
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%	
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	1	2%	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0%	2	0%
Black	0	5	13	12	0	17	11	2	2	1	0	63	49%	1	23	28	10	17	20	1	163	40%	21	38%	0	27	0	0	0	0	0	0	12	39	38%	0	0	1	1	33%	224	39%
Hispanic	0	5	7	5	0	15	10	2	4	0	5	53	41%	0	20	39	15	43	29	1	200	49%	30	55%	0	24	0	0	0	0	0	0	18	42	41%	0	0	1	1	33%	273	48%
White	0	1	0	0	0	5	3	1	0	2	0	12	9%	0	4	7	3	17	5	0	48	12%	3	5%	0	18	0	0	0	0	0	0	3	21	20%	1	0	0	1	33%	73	13%
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%	
												128								411		55									103				3		572					
10 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	1	0	0	0	0	2	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	2	0%	
11 Years Old	0	0	0	0	0	1	0	0	0	0	0	1	1%	0	3	2	2	0	0	0	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	8	1%	
12 Years Old	0	1	0	2	0	2	1	0	0	0	0	6	5%	0	5	2	2	2	0	0	17	4%	1	2%	0	5	0	0	0	0	0	0	4	9	9%	0	0	0	0	0%	27	5%
13 Years Old	0	2	1	7	0	6	3	3	0	0	0	22	17%	0	8	5	1	7	9	0	52	13%	1	2%	0	8	0	0	0	0	0	0	5	13	13%	0	0	0	0	0%	66	12%
14 Years Old	0	4	3	2	0	8	3	0	0	1	1	22	17%	0	7	15	5	17	15	0	81	20%	5	9%	0	18	0	0	0	0	0	0	6	24	23%	0	0	1	1	33%	111	19%
15 Years Old	0	1	7	5	0	8	4	2	1	1	0	29	23%	1	11	19	6	16	14	0	96	23%	10	18%	0	21	0	0	0	0	0	0	9	30	29%	0	0	1	1	33%	137	24%
16 Years Old	0	2	9	1	0	10	13	0	4	1	3	43	34%	0	13	26	12	33	15	1	143	35%	24	44%	0	15	0	0	0	0	0	0	8	23	22%	1	0	0	1	33%	191	33%
17+ Years Old	0	0	0	0	0	2	0	0	1	0	1	4	3%	0	0	4	0	2	1	1	12	3%	14	25%	0	3	0	0	0	0	0	0	1	4	4%	0	0	0	0	0%	30	5%
												128								411		55									103				3		572					

554 youth accounted for the 572 total referrals.

June 2015 Detentions

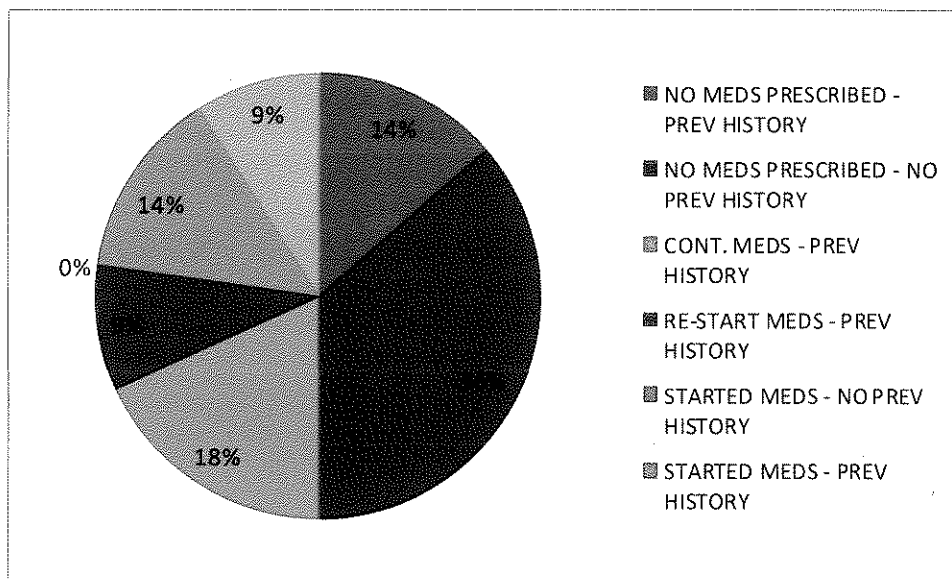
	Alleged Delinquent Behavior																				Alleged CINS Behavior										Other Detentions				Total Detentions							
	Felonies												Class A & B Misdemeanors								Status Only					Other than Status Only					Contract Detention			Crisis Intervention			Other Administrative					
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative		Total Other						
Male	0	7	20	7	0	22	16	3	3	1	0	79	87%	1	19	4	12	8	17	0	140	80%	40	89%	0	0	0	0	0	0	0	0	1	1	50%	1	0	0	1	100%	182	82%
Female	0	0	1	3	0	1	4	0	2	0	1	12	13%	0	13	5	1	0	3	0	34	20%	5	11%	0	1	0	0	0	0	0	0	0	1	50%	0	0	0	0	0%	40	18%
												91									174		45									2				1				222		
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%	
Black	0	2	15	8	0	9	8	0	2	1	0	45	49%	1	23	6	4	5	7	0	91	52%	19	42%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	110	50%
Hispanic	0	4	6	2	0	12	9	2	3	0	1	39	43%	0	6	3	7	3	13	0	71	41%	23	51%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	94	42%
White	0	1	0	0	0	2	3	1	0	0	0	7	8%	0	3	0	2	0	0	0	12	7%	3	7%	0	1	0	0	0	0	0	0	1	2	###	1	0	0	1	100%	18	8%
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%	
												91									174		45									2				1				222		
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	0	0%	
11 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	1	0	1	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	2	1%
12 Years Old	0	1	0	1	0	1	1	0	0	0	0	4	4%	0	2	0	1	0	0	0	7	4%	1	2%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	8	4%
13 Years Old	0	2	1	4	0	4	3	3	0	0	0	17	19%	0	6	0	1	0	4	0	28	16%	1	2%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	29	13%
14 Years Old	0	2	3	0	0	5	3	0	0	0	0	13	14%	0	2	3	1	0	6	0	25	14%	3	7%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	28	13%
15 Years Old	0	1	8	5	0	6	4	0	1	1	0	26	29%	1	9	3	4	3	6	0	52	30%	8	18%	0	1	0	0	0	0	0	0	0	1	50%	0	0	0	0	0%	61	27%
16 Years Old	0	1	8	0	0	5	9	0	3	0	1	27	30%	0	12	2	5	5	4	0	55	32%	19	42%	0	0	0	0	0	0	0	0	0	0	0%	1	0	0	1	100%	75	34%
17+ Years Old	0	0	1	0	0	2	0	0	1	0	0	4	4%	0	0	1	0	0	0	5	3%	13	29%	0	0	0	0	0	0	0	0	0	1	50%	0	0	0	0	0%	19	9%	
												91									174		45									2				1				222		

220 youth accounted for the 222 total detentions.

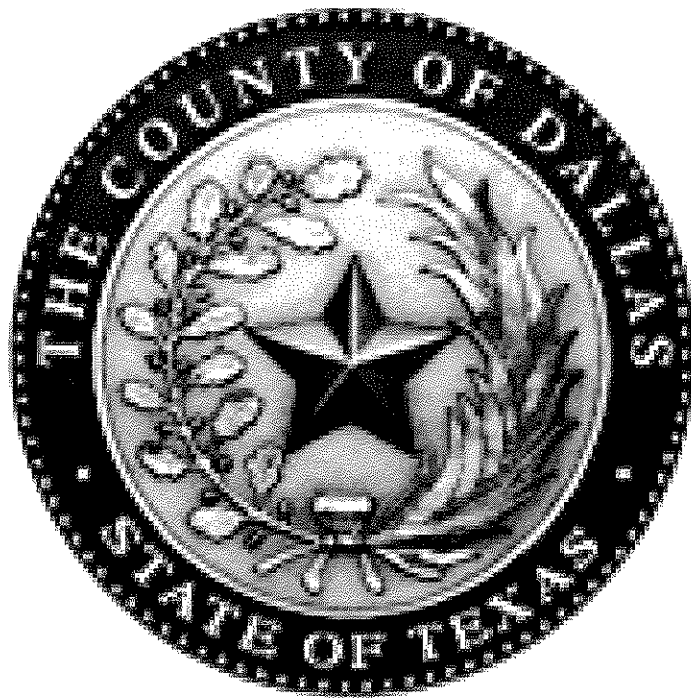
PSYCHIATRIC CONSULTS COMPLETED - 2015													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	107	86	109	107	94	82							585
A. Initial Consultations	23	31	36	60	44	22							216
B. Follow-Up Consultations	84	55	73	47	50	60							369
2. Total Number of Youth Receiving Consultations	101	71	90	99	90	82							533

*Please note that Dr. Paladaugu was on vacation for two weeks during the month of June.

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2015													
TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	10	12	17	25	29	11							104
2. Medication Discontinued	0	1	2	3	2	3							11
3. Continued on Medication	11	14	12	20	5	4							66
4. Started on Medication	2	4	5	12	8	4							35



NO MEDS PRESCRIBED - PREV HISTORY -	3
NO MEDS PRESCRIBED - NO PREV HISTORY -	8
CONT. MEDS - PREV HISTORY -	4
RE-START MEDS - PREV HISTORY -	2
STARTED MEDS - NO PREV HISTORY -	0
STARTED MEDS - PREV HISTORY -	3
DISCONT. MEDS - PREV HISTORY -	2



DISCUSSION

ITEM B.

Dr. Jerome McNeil Jr. Detention Center

2ND Quarter RDT Report 2015

The Dr. Jerome McNeil, Jr. Detention Center is certified and has the capacity to house 60 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	0	1	0	1
Mechanical Restraints	0	1	0	1
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	1	0	0	1
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct	0	0	0	0

Account of Resident Injuries:

April 2015:

4-06-15 Resident A.F. had a nose bleed. Resident A.F. was seen by Nurse White and she recommended for resident A.F. to be transported to Parkland Hospital. Resident A.F. was transported to Parkland Hospital at 9:15 am.

May 2015: None

June 2015: None

Dr. Jerome McNeil Jr. Detention Center

2nd Quarter START Report 2015

The START Program is certified and has the capacity to house 40 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	17	7	4	28
Mechanical Restraints	0	0	3	3
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	2	2
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct	0	0	0	0

Account of Resident Injuries:

April 2015: None

May 2015: None

June 2015

- 1- 6-12-15 Resident K.B. was being non-compliant and aggressive towards staff. Resident K.B. tried to push past Manager Cervantez, which led to resident K.B. to be placed in standing position and a takedown physical restraint. Resident continued to be aggressive and non-compliant towards staff which led to a mechanical restraint. Resident K.B. was seen by Nurse Justin Chandy, which gave resident and ice pack for 24 hours due to swelling on both wrists due to resident K.B. pulling restraints.
- 2- 6-25-15 Resident A.W. was being non-compliant towards staff. Resident A.W. refused to comply with all staff directives and became very aggressive. Resident A.W. ran towards her P.O. Ruberd Williams with a clinched fist, which led to a takedown physical restraint. Resident A.W. was seen by Nurse Allan Muiaí and was given ibuprofen for pain on her left forearm.

Dr. Jerome McNeil Jr. Detention Center

2nd Quarter Report 2015

The Dr. Jerome McNeil, Jr. Detention Center is certified and has the capacity to house 322 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	26	12	20	58
Mechanical Restraints	7	4	4	15
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	0	0	0
Suicide Gesture - Serious Incident	5	3	1	9
Reportable Injury - Serious Incident	2	3	1	6
Youth on Youth Physical Assault - Serious Incident	4	3	4	11
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries	1	2	2	5
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

April 2015:

1. 4-18-15 Resident T.S. was transported to Children's Hospital emergency room due to swallowing a helmet strap.
2. 4-19-15 Resident T.S. was transported to Children's Hospital emergency room due to swallowing a helmet strap.

May 2015:

1. 5-11-15 Resident D.M. was transported to Children's Hospital due to elevated blood pressure.
2. 5-15-15 Resident N.Z. was transported to Parkland Memorial Hospital due to dizziness and chest pains.
3. 5-24-15 Resident J. R. was transported to Parkland Memorial Hospital due to a busted lip, and swelling around left eye.

June 2015:

- 6-26-15 Resident K.H. was transported to Parkland Memorial Hospital due to severe stomach pains.

Attempted Suicide :

April 2015: 4/18-19/2015 Resident T.S. swallowed a strap from a protective helmet.

May 2015: None

June 2015: None

Letot Center 2nd Quarter Report 2015

The Letot Center is registered by TDFPS and has the capacity to house 40 (Orientation and Residential programs). 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	2	0	2	4
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	2	0	3	*5
Attempted Escape - Serious Incident	2	1	0	3
Attempted Suicide - 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
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

Account of Resident Injuries:

April 2015: None

May 2015: None

June 2015: None

***Community Referrals/Non Adjudicated Youth**

Marzelle C. Hill Transition Center

2nd Quarter Report 2015

The Marzelle C. Hill Transition Center is certified and has the capacity to house 48 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	14	10	1	25
Mechanical Restraints	0	1	0	1
Runaway - Serious Incident	0	0	0	0
Attempted Runaway - Serious Incident	0	0	0	0
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
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

April 2015: None

May 2015: None

June 2015: None

Lyle B. Medlock 2nd Quarter Report 2015

Lyle B. Medlock Treatment Facility is certified and has the capacity to house 96 youth. 2nd quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	April	May	June	Quarter Total
Physical Restraints	6	3	0	9
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	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
Staff Injuries	0	0	0	0
Youth on Youth Sexual Conduct	0	1	0	1

Account of Reportable Injuries:

April 2015: None

May 2015: There was one incident reported to TJJD and PREA during the month of May. One resident alleged that another resident made inappropriate sexual comments (no touching involved) to him.

June 2015: None

Dallas County Youth Village 2nd Quarter Report 2015

The Dallas County Youth Village is a General Residential Operations to house 72 youth and certified by TJJD. 2nd quarter statistics for the facility are as follows:

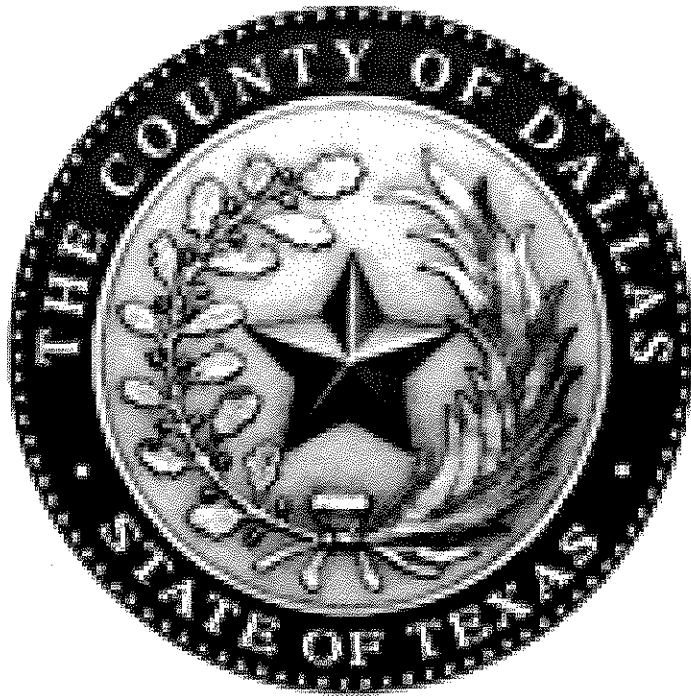
Incident Description (Performance Measures)	Apr	May	June	Quarter Total
Physical Restraints	9	12	8	29
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	0	3	0	3
Attempted Runaway - Serious Incident	0	0	0	0
Suicide gesture - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	0	0	0
Youth on Youth Sexual Assault - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Staff Injuries Requiring Medical Treatment	0	0	0	0

Account of Reportable Injuries: There were no reportable injuries during this quarter.

Runaway: On May 21, 2015, three residents ran away from Youth Village; however, the staff caught them immediately and they were returned to Detention..

Staff Injuries: There were no staff injuries during this quarter.

Suicide Gesture: There were no serious incidents during this quarter.



DISCUSSION

ITEM C.

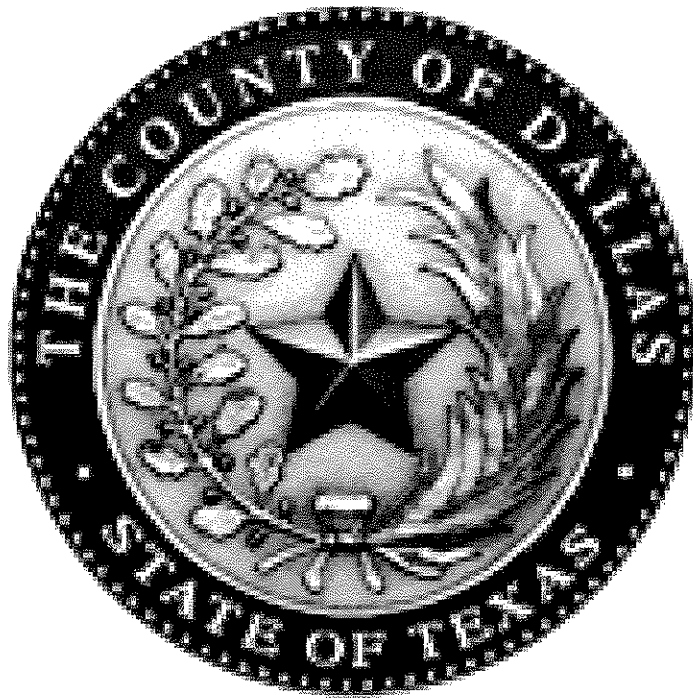
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
JJAEP REPORT
JUNE 2015

End of Year for 2014-2015: The 2014-2015 last day of school was June 5, 2015.

JJAEP had 16 students to attend the summer school program(s).

Our summer school programs consisted of:

- Enrichment for students needing to pass the state assessments (STAAR/EOC).
- Credit Recovery for high school students needing to recoup credits to meet graduation requirements.



ACTION ITEM D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27th 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Certification of the Letot RTC for Girls

Background of Issue:

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

Sec. 51.126. NON-SECURE CORRECTIONAL FACILITIES.

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

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

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

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

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

Impact on Operations

The Letot RTC for Girls is located at 10503 Denton Dr., Dallas, Texas 75220. Operations have not started, pending completion of all required certifications including the Juvenile Board certification that we are requesting today. Once in operation, the RTC will provide long-term placement and supervision for up to 96 adjudicated girls, ages 13-17, who are deemed appropriate for the Letot RTC for Girls by a Juvenile Court. Educational, psychological and recreational services will be provided by the Juvenile Department's professional staff, and medical services will be provided by Parkland Hospital personnel. Youth With Faces, formerly the Youth Village Resources of Dallas, a foundation originally created to support services at the Youth Village, will provide vocational programming involving culinary arts and horticulture. Spiritual, social and tutoring services will be provided by community mentors. The facility will be registered with the Texas Juvenile Justice Department (TJJD) as a non-secure residential treatment facility.

Strategic Plan Compliance

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

Legal Information:

The Texas Family Code requires each Judge of the Juvenile District Courts and a majority of the members of the Juvenile Board to personally inspect the Letot RTC for Girls a non-secure correctional facility and certify in writing that the facility is suitable for the confinement of children.

Financial Impact/Considerations:

Juvenile facilities found to be out of compliance with TJJD standards, and who fail to correct deficiencies after a reasonable time, may have state funding reduced or suspended.

Recommendation:

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

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: 2015-XXX

DATE: July 27, 2015

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 July, 2015, 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, section 51.126 of the Texas Family Code sets guidelines for inspection of non-secure correctional facilities by the Juvenile Judges and Juvenile Board, and mandates each Judge of the Juvenile district courts and a majority of the members of the Juvenile Board to personally inspect the juvenile non-secure correctional facilities located in the County at least annually and to certify in writing to the authorities responsible for operating and giving financial support to the facilities and to the Texas Juvenile Justice Department that the facility or facilities are suitable or unsuitable for the confinement of children; and

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

WHEREAS, the recently built Letot Residential Treatment Center for Girls is located at 10503 Denton Dr., Dallas, Texas 75220, and operations have not started, pending completion of all required certifications; and

WHEREAS, the Letot RTC for Girls will provide long-term placement and supervision for up to 96 adjudicated girls, ages 13-17, who are deemed appropriate for the Letot RTC for Girls by a Juvenile Court. Educational, psychological and recreational services will be provided by the Juvenile Department's professional staff, and medical services will be provided by Parkland Hospital personnel, and Youth With Faces, a foundation originally created to support services at the Dallas County Youth Village, will provide vocational programming involving culinary arts and horticulture, and spiritual, social and tutoring services will be provided by community mentors; and

WHEREAS, each Judge of the Juvenile district courts and a majority of the members of the Juvenile Board personally inspected the Letot RTC for Girls; and

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

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board certifies the Letot RTC for Girls as suitable for the confinement of children in accordance with Section 51.126 of the Texas Family Code and the Texas Juvenile Justice Department Standards for non-secure correctional facilities.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

Recommended by: _____
Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Approved by: _____
Judge Cheryl Lee Shannon, 305th District Court
Chairman Dallas County Juvenile Board

Judge Andrea Martin, 304th District Court

Clay Jenkins, County Judge

John Wiley Price, Commissioner District 3
Vice-Chairman Dallas County Juvenile Board

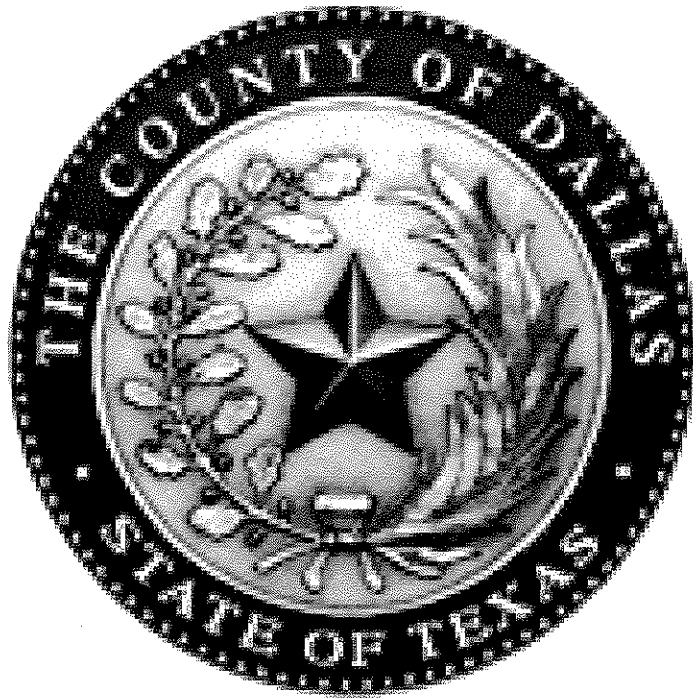
Judge Ken Molberg, 95th District Court

Judge Paula Miller, YSAB Chairperson

Judge Amber Given-Davis, 282nd District Court

Judge Andrea Plumlee, 330th District Court

Judge Craig Smith, 192nd District Court



ACTION ITEM E.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

Memorandum

Date: July 27th, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of the 2015 Letot RTC Policies and Procedures

Background of issue:

Texas Juvenile Justice Department standards mandate the Juvenile Board to adopt written policies and procedures, and mandate the Chief Juvenile 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 must adopt written department policies and procedures.

§341.9 Policy and Procedure Manual.

(a) The chief administrative officer must develop, maintain, and enforce a policy and procedure manual for the juvenile probation department, which must include the policies and procedures of the juvenile probation department as adopted by the juvenile board. The chief administrative officer must also ensure the daily juvenile probation department practice conforms to the policies and procedures detailed in the manual.

(b) The chief administrative officer must provide all employees with a copy of or access to the policy and procedure manual, review the manual at least once every 365 calendar days, maintain documentation of this review, and update the manual as necessary.

§355.400 Policy, Procedure, and Practice.

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

Discussion:

The Juvenile Department is presenting the 96 beds post-adjudicated Letot RTC for girls 2015 Policy and Procedures for review and approval of the Juvenile Board. The policies and procedures comply with the Texas Administrative Code Chapter 355, Non-Secure Correctional Facilities.

Strategic Plan Compliance:

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

***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


Legal Information:

The Policies and Procedures were reviewed and approved as to form by Mrs. Denika Caruthers, Administrative Legal Advisor.

Recommendation:

It is respectfully recommended that the Dallas County Juvenile Board approve the 2015 Policy and Procedures for the Letot RTC. It is furthermore recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

Recommended By:


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

JUVENILE BOARD ORDER

ORDER NO: 2015 - XXX

DATE: July 27th 2015

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 July 2015, 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 (TJJD) mandate the Juvenile Boards to adopt written department policies and procedures; and
- WHEREAS,** TJJD standards also mandate Juvenile Boards to approve policies and procedures for a facility or approve the policies and procedures of a private provider operating a facility within its county under contract with the Juvenile Board and/or the county; and
- WHEREAS,** TJJD standards further mandate the Chief Juvenile Probation Officer to review the policies and procedures manual on an annual basis and update it as necessary; and
- WHEREAS,** the Letot RTC for girls has a total operating capacity of 96 post adjudicated beds; and
- WHEREAS,** the Letot RTC Policies and Procedures are fully compliant with Texas Administrative Code Chapter 355, Non-Secure Correctional Facilities; and
- WHEREAS,** this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the strategy to *leverage impact in the County by implementing best practices*.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board approves the 2015 Letot RTC Policies and Procedures.

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

DONE IN OPEN BOARD MEETING this 27th day of July 2015.

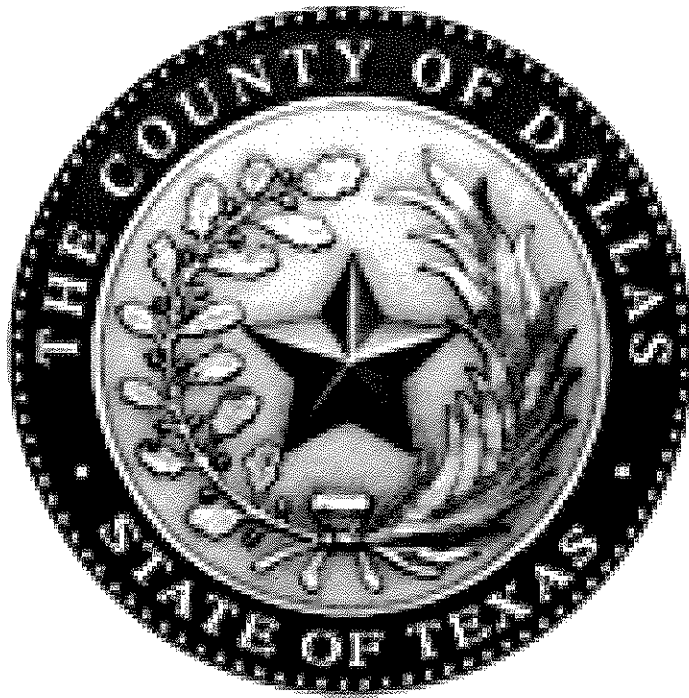
The foregoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ___ for the motion and _ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Annual Performance Review of Dallas County Juvenile Justice Alternative Education Program

Background of Issue:

Juvenile Justice Alternative Education Programs (JJAEPs) were established by the 74th Texas Legislature in 1995 and were required by counties with populations of 125,000 or more. Chapter 37 of the Texas Education Code designated that the county Juvenile Boards of each of these counties would develop a JJAEP and that the operation and funding of the JJAEP be outlined in a Memorandum of Understanding (MOU) between the county Juvenile Board and the Independent School Districts (ISDs) of the county. State-wide oversight of all JJAEPs was given to the Texas Juvenile Justice Department (TJJD), which developed standards of operation for all JJAEPs; per Title 37 of the Texas Administrative Code, Chapter 348. Juvenile Justice Alternative Education Programs, the Juvenile Board and the JJAEP Administrator shall participate in an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine effectiveness of the program. The purpose of this briefing is to provide information to facilitate the annual evaluation of the Dallas County Juvenile Justice Alternative Education Program.

Per Chapter 348.104 Program Administration and Organization

(c) Performance Review. The Juvenile board and the JJAEP administrator shall participate in an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine the effectiveness of the program.

(1) The review shall, at a minimum, include statistical information on the number of student program entries and exits, the reason for student entries and exits, student academic performance, attendance rates, assessment scores for math and reading, recidivism rates among students who exit the JJAEP, restraints and the number of students with disabilities.

Impact on Operations and Maintenance:

The Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. The review includes the following:

Measure	Output
Program entries	164
<i>Reason for Entry:</i>	
<i>Weapons – Firearms</i>	<i>11</i>
<i>Weapon – other than firearms</i>	<i>28</i>
<i>Aggravated assault</i>	<i>12</i>

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

<i>Sexual assault</i>	0
<i>Aggravated sexual assault</i>	6
<i>Arson</i>	6
<i>Indecency with a child</i>	2
<i>Felony drugs</i>	29
<i>Misdemeanor drugs</i>	4
<i>Felony criminal mischief</i>	0
<i>Assault against employee</i>	9
<i>Assault/retaliation against employee</i>	0
<i>False Alarm/Terroristic threat</i>	3
<i>Off campus felonies against student</i>	0
<i>Court order/placement</i>	0
Program exits	209
<i>Reason for exits</i>	
<i>Expulsion and probation expired</i>	6
<i>Completed program – expulsion expired</i>	114
<i>Completed program – probation expired</i>	0
<i>Graduated</i>	3
<i>Left program incomplete</i>	86
<i>Successful GED</i>	0
Mandatory referrals	100
Discretionary referrals	109
Recidivism	
<i>Students returned during the school year</i>	22
Restraints	1

Measure	Output
Attendance Rate	
<i>Daily average</i>	68
<i>Daily percentage</i>	78.90%

Measure	Output
Students with disabilities	26
<i>Emotionally disturbed</i>	3
<i>Learning disabled</i>	20
<i>Mentally retarded</i>	1
<i>Other</i>	2

Measure	Output
Student growth	
Math	.76 grade change improvement
Reading	1.09 grade change improvement

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:

There is no legal impact on the Annual Performance Review of the JJAEP.

Financial Impact/Considerations:

The Texas Juvenile Justice Department currently pays the Dallas County Juvenile Department \$86 per day of attendance for each mandatory expelled student. For each discretionary expelled student, the referring school district currently pays \$114 per attendance day. DCJJAEP receives \$104 of the discretionary per student amount and Region 10, as the fiscal agent, receives \$10 per student for all discretionary referrals. The MOU states the following, "For discretionary placements, a term of 90 at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP" and "mandatory placements, a term of maximum 180 days."

With the onset of the 2008-2009 academic year, the DCJJAEP no longer utilized a contract provider for food services. Instead, an Inter-local Agreement was reached with Dallas Independent School District for food services with them billing the National School/Breakfast Lunch program for meals. With this arrangement, the DCJJAEP no longer pays for food services.

The financial implications have been reviewed by Budget Supervisor, Ms. Carmen Williams.

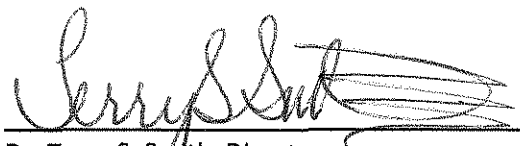
Project Schedule/Implementation:

This review shares the performance of the 2014-2015 JJAEP program.

Recommendation:

It is recommended that the Dallas County Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO:

DATE: July 27, 2015

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 July, 2015 in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, Juvenile Justice Alternative Education Programs (JJAEPs) were established by the 74th Texas Legislature in 1995 and were required by counties with populations of 125,000 or more. Chapter 37 of the Texas Education Code designated that the county Juvenile Boards of each of these counties would develop a JJAEP and that the operation and funding of the JJAEP be outlined in a Memorandum of Understanding (MOU) between the county Juvenile Board and the Independent School Districts (ISDs) of the county. State-wide oversight of all JJAEPs was given to the Texas Juvenile Justice Department (TJJD), which developed standards of operation for all JJAEPs; per Title 37 of the Texas Administrative Code, Chapter 348; and

WHEREAS, Juvenile Justice Alternative Education Programs, the Juvenile Board and the JJAEP Administrator shall participate in an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine effectiveness of the program; and

WHEREAS, The Juvenile Board and the JJAEP administrator shall participate in an annual performance review of the JJAEP to determine the effectiveness of the program. The review includes the following:

Measure	Output
Program entries	164
<i>Reason for Entry:</i>	
<i>Weapons – Firearms</i>	<i>11</i>
<i>Weapon – other than firearms</i>	<i>28</i>
<i>Aggravated assault</i>	<i>12</i>
<i>Sexual assault</i>	<i>0</i>
<i>Aggravated sexual assault</i>	<i>6</i>
<i>Arson</i>	<i>6</i>

<i>Indecency with a child</i>	2
<i>Felony drugs</i>	29
<i>Misdemeanor drugs</i>	4
<i>Felony criminal mischief</i>	0
<i>Assault against employee</i>	9
<i>Assault/retaliation against employee</i>	0
<i>False Alarm/Terroristic threat</i>	3
<i>Off campus felonies against student</i>	0
<i>Court order/placement</i>	0
Program exits	209
<i>Reason for exits</i>	
<i>Expulsion and probation expired</i>	6
<i>Completed program – expulsion expired</i>	114
<i>Completed program – probation expired</i>	0
<i>Graduated</i>	3
<i>Left program incomplete</i>	86
<i>Successful GED</i>	0
Mandatory referrals	100
Discretionary referrals	109
Recidivism	
<i>Students returned during the school year</i>	22
Restraints	1

Measure	Output
Attendance Rate	
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Measure	Output
Students with disabilities	26
<i>Emotionally disturbed</i>	3
<i>Learning disabled</i>	20
<i>Mentally retarded</i>	1
<i>Other</i>	2

Measure	Output
Student growth	
<i>Math</i>	.76grade change improvement
<i>Reading</i>	1.09 grade change improvement

; and

WHEREAS, The Texas Juvenile Justice Department currently pays the Dallas County Juvenile Department \$86 per day of attendance for each mandatory expelled student. For each discretionary expelled student, the referring school district currently pays \$114 per attendance day. DCJJAEP receives \$104 of the discretionary per student amount and Region 10, as the fiscal agent, receives \$10 per student for all discretionary referrals. The MOU states the following, "For discretionary placements, a term of 90 at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP" and "mandatory placements, a term of maximum 180 days."
; and

WHEREAS, The financial implications have been reviewed by Budget Supervisor, Ms. Carmen Williams;
and

WHEREAS, It is recommended that the Dallas County Juvenile Board certify completion of the required annual performance review of the DCJJAEP overall operations.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the required annual performance review of the DCJJAEP.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

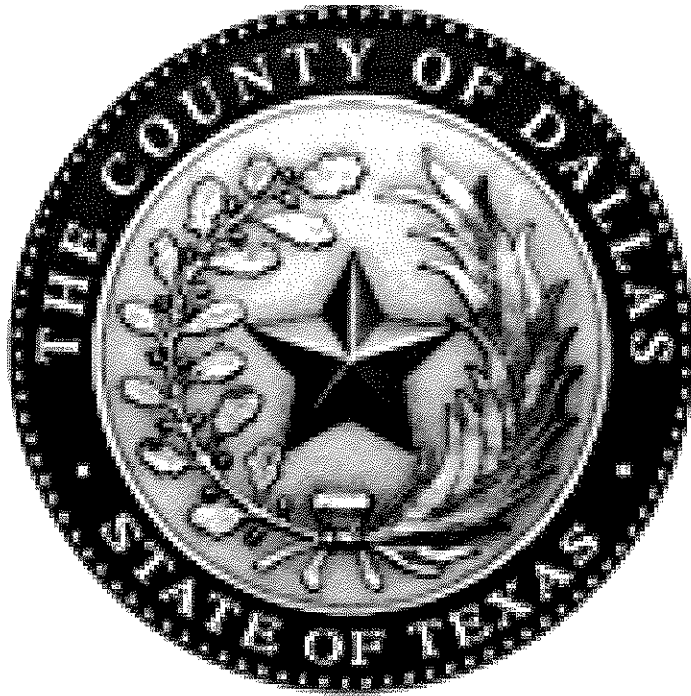
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

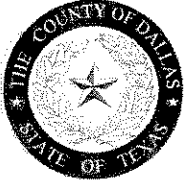
Dr. Terry S. Smith, Director
Dallas County Juvenile Department

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION

ITEM 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: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Edmentum ESL ReadingSmart Service Agreement with the Dallas County Juvenile Justice Alternative Education Program (JJAEP)

Background of Issue:

In June 2014, the Dallas County Juvenile Board approved the FY'15 budget for the Juvenile Justice Alternative Education Placement (JJAEP). The board approved funds for software purchases up to \$5,000 for instructional needs. The purpose of this brief is to request Dallas County Juvenile Board to approve the Edmentum ESL ReadingSmart software program. ESL ReadingSmart aims to ensure that students with limited English (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet.

Texas Education Agency requires that the delivery of English as a Second Language (ESL) support be provided by a certified ESL Teacher. Due to a current reduction in certified ESL teachers the targeted funds will allow for the JJAEP to acquire a State approved supplemental language instructional program that will coordinate with our current curriculum and assure that we continue to meet State and Federal compliance standards. Edmentum ESL ReadingSmart is a web-based learning environment designed to accelerate English language development for English Language Learners (ELLs) in grades 4 through 12. ESL ReadingSmart accelerates English language development, supports TESOL and TEA ESL learning objectives (TEKS), tracks students' English language development, integrates language arts and ESL objectives, and integrates reading, writing, listening, and speaking skills.

Impact on Operations and Maintenance:

The purchase of the Edmentum ESL ReadingSmart program will help ensure compliance as it relates to ESL instruction. The program has a grade span curriculum of 4-12, pre and post assessment data collection and analysis, individualized student instruction, and ease of data sharing that will impact student achievement directly.

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.

*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

Legal Information:

The Edmentum contract has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

The cost of the program is \$1,500 which will be purchased from DCJJAEP budget. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

ESL ReadingSmart can be implemented as a student-centered, stand-alone application, or in a blended learning environment that integrates online student work and classroom instruction. ESL ReadingSmart provides a placement test that generates an individualized path for each student, or, teachers can select a specific level for a class, and the system will offer the same instructional path to all students in the class. The Student Assessment module provides individual, class, school, and district reports, and progress is measured in terms of Lexile measure and grade level gains.


Project Schedule/Implementation:

The implementation of the ESL ReadingSmart program will be for the 2015-2016 school year.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the purchase of the ESL ReadingSmart through Edmentum.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Board approved the FY'15 budget for the Juvenile Justice Alternative Education Placement (JJAEP). The board approved funds for software purchases up to \$5,000 for instructional needs; and

WHEREAS, the ESL ReadingSmart aims to ensure that students with limited English (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet; and

WHEREAS, the Texas Education Agency requires that the delivery of English as a Second Language (ESL) support be provided by a certified ESL Teacher. Due to a current reduction in certified ESL teachers the targeted funds will allow for the JJAEP to acquire a State approved supplemental language instructional program that will coordinate with our current curriculum and assure that we continue to meet State and Federal compliance standards.; and

WHEREAS, that ReadingSmart is a web-based learning environment designed to accelerate English language development for English Language Learners (ELLs) in grades 4 through 12. ESL ReadingSmart accelerates English language development, supports TESOL and TEA ESL learning objectives(TEKS), tracks students' English language development, integrates language arts and ESL objectives, and integrates reading, writing, listening, and speaking skills; and

WHEREAS, the cost of the program is \$1,500 which will be purchased from DCJJAEP 2014-2015 budget; and

WHEREAS, ESL ReadingSmart can be implemented as a student-centered, stand-alone application, or in a blended learning environment that integrates online student work and classroom instruction. ESL ReadingSmart provides a placement test that generates an individualized path for each

student, or, teachers can select a specific level for a class, and the system will offer the same instructional path to all students in the class. The Student Assessment module provides individual, class, school, and district reports, and progress is measured in terms of Lexile measure and grade level gains; 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, approval from Dallas County Juvenile Board is required for the expenditure for the ESL ReadingSmart through Edmentum.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the expenditure for the ESL ReadingSmart program by Edmentum.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

5600 West 83rd Street
Suite 300, 8200 Tower
Bloomington, MN 55437
800.447.5286
edmentum.com



Service Agreement

This Service Agreement is made effective upon receipt of a valid Purchase Order from the Juvenile Justice Alternative Education Program, located at 1673 Terre Colony Court, Dallas, TX 75212 and Edmentum, Inc. with dual locations at 2425 North Central Expressway, Suite 1000 Richardson, TX 75080 and 5600 West 83rd St Suite 300/8200 Tower Bloomington, MN 55437.

Order Number 10315126 was issued to Juvenile Justice Alternative Education Program to subscribe to the following software and services from Edmentum for a total of \$1,500.00 as per the written quote dated April 28, 2015 and delivered to Mrs. Monique Paige.

- 50 Student Licenses (12 month subscription renewed annually) serving 5th through 12th grade students at Juvenile Justice Alternative Education Program.
- Each student license assigned gives the named student user access to ESL Reading Smart
- Professional Development includes 1 on-site 3 hour professional development session.

Upon signature of this agreement and receipt of a signed purchase order from Juvenile Justice Alternative Education Program, Edmentum will immediately begin setup and configure the above listed software for Juvenile Justice Alternative Education Program in preparation for the mutually agreed upon training date. Edmentum will need to receive the signed order form and corresponding purchase order to schedule the required training.

Edmentum, Inc.

Authorized Name: Mitchell Wacker

Authorized Signature:

A handwritten signature in black ink, appearing to read "Mitchell Wacker", written over a horizontal line.

Date: July 6, 2015

Juvenile Justice Alternative Education Program

Authorized Name: _____

Authorized Signature: _____

Date: _____

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM:

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



Date: 4/28/2015
Order Number: 10315126
Revision: 3
Order Form Expiration Date: 7/30/2015

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 439547
Customer Name: Juvenile Justice Alternative Education Program
Billing Address: 1673 Terre Colony Ct
Dallas, TX 75212

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$400.00
Edmentum Educator Advantage Onsite Session Up To 3 Hours - Services Delivery Year: Year 1	1	***	***		\$1,500.00	\$1,100.00
Subtotal:						\$1,500.00

Subtotal:	\$1,500.00
Estimated Tax:	\$0.00
Total US Funds:	\$1,500.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) with respect to all other licenses, promptly after we have accepted your signed Order Form, we will confirm to you the applicable Start Date for your software license(s).

*** Services are purchases with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I am authorized to accept this offer on behalf of the Customer identified above and I do accept this offer and agree to adhere to the terms and conditions identified and referenced within. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed):

Title:

Date:



The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby we (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("Order Form")) (1) license rights to use our software products, (2) hardware for use with the software products, or (3) professional services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE. The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted to the Software and Documentation. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy-Policy.aspx>, which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate the access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software or Documentation; (ii) frame or mirror any content forming part of the Software or Documentation, other than for your own internal educational or training purposes and not in violation of an use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with

or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without our prior written permission.

1.3 Subscription Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Subscription Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at <http://www.edmentum.com/support>) ("System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are

providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the sequencing of instructional content to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain of our products enable you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

1.7 Limited Warranty for Software Products. Subject to the terms of Section 4.6, we warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If we breach this express warranty, we will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) accept the return of the affected Software and refund you the portion of your purchase price attributable to the returned product proportionate to the period remaining on your contract. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE.

2.0 THIRD PARTY SOFTWARE, HARDWARE AND SERVICES.

The following terms and conditions will apply to all Third Party Software that is included in any of the Software Products you have

licensed from us and all Third Party Software, Hardware and services listed on the Order Form:

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Hardware products and services are distributed by us as a licensor or reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD PARTY SOFTWARE, HARDWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD PARTY SOFTWARE, HARDWARE OR SERVICES AS SUCH SOFTWARE, HARDWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. This is our sole obligation relative to these products or services.

3.0 PROFESSIONAL SERVICES.

Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10 day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for

the terminated services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non-cancellable and non-refundable.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provisions of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes the Customer Data, the Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief

to prevent further (or the threatened) disclosure.

4.3 Indemnities.

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your use of the Software in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining order period.

4.3.2 Your Indemnification of Us. Subject to the conditions described below and section 4.6, and to the extent not prohibited by applicable law, you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Software in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or students negligence or intentional misconduct.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data entered using our Subscription Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

4.5 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor

strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together will form one legal instrument.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situs require that the laws of the State where your situs apply, in which case they will, without regard to the conflict of laws rules.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- "Concurrent License" means a Subscription License that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- "Course Enrollment" shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.

- **"Consumable License"** means a Subscription License to a single course assigned to a single, Named User. Prior to the Learner Preview Date, a Consumable License may be reassigned to a different Named User, or designated as unassigned and available for future use. The Subscription Period for a Consumable License begins when the course content is first accessed by the Named User and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- **"Documentation"** means technical specifications identified in this Agreement.
- **"Hardware"** means a hardware product marketed by us which is listed on the Order Form and is intended to be used in connection with Software provided by us.
- **"License Period"** means the period of time during which you will have access to the Software you license under this Agreement. This period will begin with the Start Date identified in the applicable Order Form, and (unless earlier revoked in accordance with this Agreement) will last for the duration of the Subscription Period following the Start Date.
- **"Named User"** means a specific User identified by name and designated as the sole User of specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement.
- **"Reusable License"** means a Subscription License whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other User at any time until reassigned to another Named User.
- **"Software"** means online educational software that we make available either via our Internet-based learning management system (for Subscription Software) or via readable media or electronic download (for Perpetual Software).
- **"Professional Services"** means the services we provide to you to assist in your implementation, on-going use of the Software or our Academy services, as applicable.
- **"Software"** means software marketed by us which is listed on the Order Form. The term "Software" includes both our Software and Third Party Software.
- **"Site License"** means a Subscription License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Subscription Software"** means Software licensed for a specified period of time (the Subscription Period).
- **"Subscription Period"** means the License Period for Subscription Software as identified on the Order Form.
- **"Third Party Software"** means software we acquire from a third party producer for distribution to our customers under licensing terms and conditions specified by the producer.
- **"Users"** means individuals you authorize to use Software and supply (or authorize us to supply) user identifications and passwords for and for which you've purchased an adequate quantity of licenses. Users may include your students and their

parents to the extent permitted and in accordance with the roles as defined in the Documentation.

- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., Archipelago Learning, Inc., Educational Options, Inc. or Orchard Learning, LLC.)



Privacy Policy

Privacy Policy for Edmentum's Internet-Delivered Products

Edmentum is committed to protecting your privacy; this policy explains our collection of and use of your personally identifiable information. You should always check the privacy policy of each web site you visit.

Policy for Children Under 18

Our learning services for children are provided solely by subscription to schools, school districts, and other educational entities. Edmentum's services are not available to children under age 18 except when they are enrolled for access as an authorized user by a teacher or other school administrator who has been authorized to do so by the child's parent or guardian. Children under 18 years of age are expressly prohibited from directly registering for any of our services. Edmentum does not use any information about children under 18 years of age for any marketing or promotional purposes whatsoever, either inside or outside Edmentum. We do not provide any personally identifiable information about children, regardless of its source, to any unrelated third parties, except as expressly provided by this Privacy Policy.

Your Consent

By using Edmentum's Internet-based products and/or by browsing or navigating Edmentum web sites you accept, and agree to be bound by, the terms of this privacy policy. Collection, use, and disclosure of personally identifiable information is governed in accordance with the terms stated in this policy.

Information Tracking

In certain instances when using Edmentum's Internet-based products, users may be asked to enter a first and last name and grade level. We use this personal information only for the purpose specified at the time you input such information, including for access identity safeguards and other security purposes. Edmentum will not collect any information without the user's express consent. Some usage of the web sites and services is tracked for verification purposes. For example, when a student completes an assigned learning activity, that information will be available to the teacher or administrator who assigned the activity.

Edmentum uses a software technology called "cookies" to create a personalized web experience. The use of cookies is common in the Internet industry; you'll find them at many sites. A cookie is simply a Hyper Text Transfer Protocol (HTTP) header that consists of a text-only string that is entered into the memory of a browser. This string contains the domain, path, lifetime, and value of a variable that a web site sets. If the lifetime of this variable is longer than the time the user spends at that site, then this string is saved to file for future reference. Cookies remember your Plato Learning Environment™ or Plato® Web Learning Network domain upon returning to the site. We do not use cookies to retrieve any other type of information from our users. Please note: Your browser must be set to accept cookies to use Edmentum's subscription-based web sites and services.

We do track certain information, such as courseware and site usage. These data are used to analyze trends and/or internal statistical purposes only. No personal information is stored or used in any way as a result of this tracking, nor is this information disseminated to any third parties.

An Internet Protocol (IP) address is a number automatically assigned to your computer whenever you use the World Wide Web. Web servers—the computers that “serve up” web pages—automatically identify your computer by its IP address. Edmentum collects IP addresses for system administration and also to compile aggregate information and audit the use of our site. The Edmentum web site logs IP addresses and browser types for systems administration purposes. These logs will be analyzed to improve the value of the materials available on the web site. A user’s session will be tracked, but the user will be anonymous.

We do not link IP addresses to any personally identifiable information. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our rules or terms of service or to protect our service, site, customers, or others.

Security Measures

The importance of security for all personally identifiable information is of utmost concern to us. We exercise great care in providing secure storage of your information on private network servers not available by direct web addresses. All user information and coursework data are encoded and transmitted through session keys to insure that no one other than Edmentum Learning can read the transmitted information. Please note: Edmentum web sites and services are password-protected, subscription-only products. Subscribers may provide certain personally identifying information about students to enroll them as individual authorized users. This information includes name, grade level, class assignment, and other identifying information that subscriber’s may deem necessary to enable the assessment, assignment, and/or reporting features of the Edmentum Learning classroom product(s) used. Information provided by authorized users is not available to the general public on the Internet. Edmentum Learning sites and services are password-protected so that only authorized users are permitted to access them or view the member information relevant to the accounts. We strongly recommend that you do not divulge your password to anyone. We have systems in place to provide secure transmission of your information from your computer to our servers. Only certain authorized Edmentum employees can access this information if it is relevant to their job duties. Edmentum Learning has staff dedicated to maintaining this Privacy Policy and other privacy initiatives, periodically reviewing web security and making sure that Edmentum employees are aware of and comply with our security and privacy practices.

Edmentum periodically conducts security audits to make sure we are doing everything possible to secure this data. Unfortunately, no data transmission over the Internet can be guaranteed to be 100 percent secure. As a result, while we strive to protect your personal information, Edmentum can’t guarantee or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we use our best efforts and employ state-of-the-art technology to ensure its security on our systems, including firewalls and secure sockets layer.

Use of Your Personally Identifiable Information

In certain cases you may choose to give us personally identifiable information about yourself, such as your name, name of school, grade level, and e-mail address in response to specific requests. This information is never passed to third parties. Only user IDs may be passed to Edmentum Learning’s vendors, suppliers, or subcontractors (“Contractors”) in order to seamlessly integrate their product(s) with the Plato Learning Environment, Plato Learning Network, or other Edmentum Internet-based products. Edmentum enters into contracts with such Contractors which contain confidentiality and non-disclosure provisions requiring that such Contractors maintain the confidentiality of any personally identifiable information which may be disclosed by Edmentum to the Contractor in order to utilize such Contractor’s product, and the Contractor promises not to disclose such information to any other party.

Edmentum is not responsible for any actions or policies of such third parties to whom you may voluntarily provide personally identifiable information, and you should check the applicable privacy policy of such party when providing personally identifiable information to them. Personally identifiable information retained by Edmentum will be used only for internal purposes such as ensuring web site access security and tracking site and courseware usage.

We do not allow children under 13 to provide any direct personally identifiable information (for example, name, address, or school information); all such information will be collected solely from teachers and/or administrators. Such personal information provided by teachers and/or parents will be available only to the teacher and administrator, the student, and the student’s parent or guardian.

We use log-in information to identify you as an authorized user and ensure that you can see and use those areas of our web sites that are appropriate for you. For example, student users cannot access those areas of the Edmentum web sites which are intended solely for their teachers or administrators. Exceptions to this privacy protection practices described above would only occur if Edmentum is sold to a third party or it is declared bankrupt or insolvent. In those instances, use of the user's personally identifiable information will be determined by a court, other governing body, or the acquiring entity.

Request for Records/Deletion & Edit Procedure

For parents of children who access and use the services of our web sites by means of a license for such use purchased by your child's school, in order to obtain a copy of your child's student record in relation to such access and use, you must refer such requests directly to your child's school. If a user wishes to be deleted from the system or have data previously entered into the system deleted or edited, this can only be done by submitting such a request to your school or institution's teacher or administrator.

About Children Under 13

Edmentum encourages parental involvement, and requires parental consent before students under the age of 13 use these web products. Parents should provide verifiable consent by filling out a parental consent form provided by your child's school, and returning it to your child's teacher, school, or institution, who will then verify that written parental consent has been obtained. The signature on which will represent your agreement that your child under age 13 is authorized by you to access Edmentum online educational products and services. This consent is required by federal statute; Edmentum is precluded from providing access to our online educational products and services to your child under age 13 without this consent being first obtained.

Links to Other Web Sites

This and other Edmentum web sites contain links to other third party web sites. Edmentum is not responsible for the content or privacy policies of these sites. Such third party web sites are independently owned, controlled, and/or managed web sites whose content we believe will be of possible interest and value to our subscribers. These other sites may send you their own cookies, collect data, or solicit personal information. While we let you know when you are visiting a site outside of the Edmentum web site, we do not control the cookies or the content of third-party sites. Once you leave our servers, the use of any information you provide is governed by the privacy policy of the operator of the site you're visiting. That policy may differ from ours. If you cannot find the privacy policy of any of these sites via a link from that site's home page, you should contact the site directly for more information before providing that site with any personally identifying information. We specifically recommend that children check with their parents or teachers before clicking links to any new sites.

Edmentum Assurances Related to the Family Educational Rights Privacy Act

Edmentum understands that many of its agency and institutional clients are subject to the Family Educational Rights Privacy Act ("FERPA") and provides this statement of its data protection practices to provide assurance to those clients.

To the extent Edmentum receives from its clients education records (as that term is defined by FERPA), Edmentum notes that the client chooses what information to provide to Edmentum and also configures who—e.g., employees, students, parents—has access to that information via the Edmentum product/system. In addition, Edmentum offers the following assurances:

- Edmentum provides reasonable security for the education records (and the personally identifiable information contained therein) and only those Edmentum employees and agents with a "need to know" have access to the education records.
- Edmentum does not use education records for any purpose other than the purposes for which the information was provided to Edmentum or in attempting to enhance the usability or efficacy of our products, services and systems.
- Edmentum does not disclose education records to third parties, other than its agents and service providers, except at the direction of the client who provided the education records to Edmentum. Edmentum's agents and service providers use the education records only to perform services on Edmentum's behalf.
- Edmentum will consider destroying education records upon the written request of the client who provided the education records. There are various circumstances when Edmentum may deny the request, including (but not limited to) when Edmentum believes that applicable law or court order requires it to retain the education records, when Edmentum believes that retention of the education records is necessary to protect its rights, or when the request extends to backed-up, electronically stored education records, the destruction of which would be unreasonably burdensome.

If you have additional questions about Edmentum's data protection practices as they relate to education records received from its clients, please contact Customer Support at support@edmentum.com.

Changes to This Privacy Policy

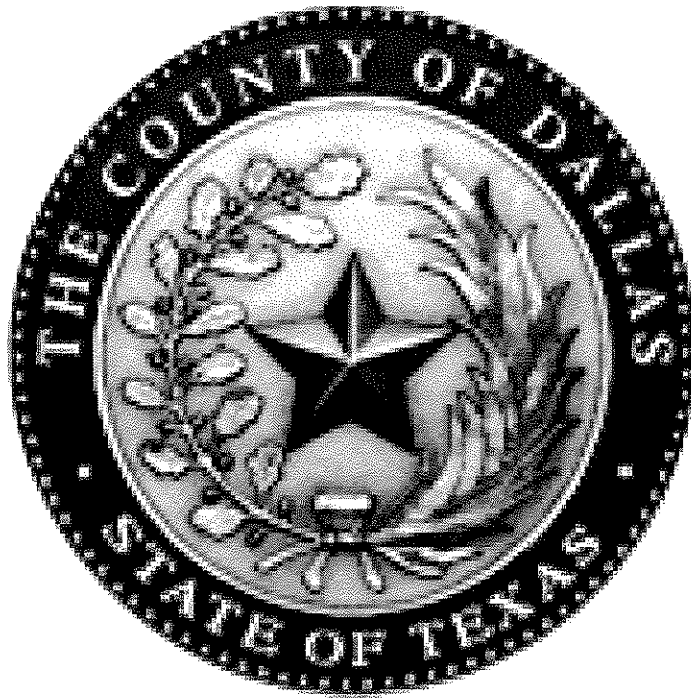
If this privacy policy changes, the revised policy will be posted on this site. Since this policy may change from time to time, please periodically refer to it. This privacy policy was last updated on April 2, 2014.

Contact Information

Please contact us at privacy@edmentum.com if you have any questions or comments about our privacy policy. You can also contact us by general mail or phone listed below. General comments about our web site can be directed to info@edmentum.com.

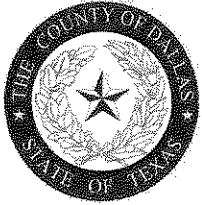
General Mail
Edmentum
5600 W 83rd Street, Suite 300
8200 Tower
Bloomington, Minnesota, 55437

Toll-Free Number
800.447.5286



ACTION

ITEM H.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July, 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Interlocal Agreement with Dallas County Juvenile Justice Alternative Education Program and Parkland Nursing Services

Background of Issue:

Dallas County Hospital District d/b/a Parkland Health & Hospital System is responsible for correctional health services for Dallas County and for juvenile health services at the Dallas County Juvenile Department. Because the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) has a nurse, a separate Interlocal agreement has been previously established for the nursing services at the DCJJAEP. In February, 2009, the Juvenile Board granted authorization for the provision of nursing health services by Dallas County Hospital District d/b/a Parkland Health & Hospital System for the DCJJAEP.

The purpose of the briefing is to request approval to continue the agreement with DCHD d/b/a Parkland Health & Hospital System for juvenile health services at the Dallas County Juvenile Justice Alternative Education Program during the 2015-2016 academic year with a one year extension.

Impact on Operations and Maintenance:

Parkland Health & Hospital System has indicated a willingness to continue to provide nursing services for the DCJJAEP with the expectation nursing services be provided at the DCJJAEP campus from 10 am to 2:30 pm (with a 30 minute lunch) on weekdays. If additional medical services are needed, the DCJJAEP will seek assistance from the Henry Wade nursing staff and/or seek assistance from emergency medical services.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system. The current Interlocal agreement is consistent with Dallas County's Strategic Plan as evidenced by Vision 2: *Dallas is a healthy community*, as the current request is symbolic of the collaboration or consolidation of public health programs with cities, community organizations, and governmental entities. In addition, the current request is indicative of the working relationship with Parkland Hospital to maximize the use of its resources.

Legal Information:

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

*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:

Total cost of the annual contract is \$21,597.65; which includes salaries at \$17,445.60 and fringe benefits at \$4,152.05. Additional after hours or emergency treatment charges calculated at a rate of \$24.23 per hour plus fringe benefits at 23.8% of salary. Funds for the payment of services performed under the agreement are allocated to DCJJAEP contracted services 5590. Total contract amount shall not exceed the amount approved by the JJAEP fiscal year which is \$22,000.00. The financial impact to the AAE budget has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Project Schedule/Implementation:

The Dallas County Juvenile Justice Alternative Education Program's academic year during which time the nursing services will be needed will be from August 17, 2015 through June 3, 2016.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Interlocal Agreement with DCHD d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Chairman of the Juvenile Board to sign the agreement.

Recommended by:

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

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

JUVENILE BOARD ORDER

ORDER NO:

DATE: July 27, 2015

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 July, 2015, 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, Dallas County Hospital District d/b/a Parkland Health & Hospital System is responsible for correctional health services for Dallas County and for juvenile health services at the Dallas County Juvenile Department. Because the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) has a nurse, a separate Interlocal agreement has been previously established for the nursing services at the DCJJAEP. In February, 2009, the Juvenile Board granted authorization for the provision of nursing health services by Dallas County Hospital District d/b/a Parkland Health & Hospital System for the DCJJAEP.

WHEREAS, the initial agreement had an inception date of March 1, 2009, and terminated on June 10, 2009, the final day for which students were enrolled in the DCJJAEP. The agreement has been renewed each subsequent year. The purpose of the current briefing is to request the Juvenile Board's approval to approve the agreement with DCHD d/b/a Parkland Health & Hospital System for juvenile health services at the Dallas County Juvenile Justice Alternative Education Program for services to be delivered during the 2014-2015 academic year; and

WHEREAS, Parkland Health & Hospital System has indicated a willingness to continue to provide nursing services for the DCJJAEP with the expectation nursing services be provided at the DCJJAEP campus from 10 am to 2:30 pm (with a 30 minute lunch) on weekdays. If additional medical services are needed, the DCJJAEP will seek assistance from the Henry Wade nursing staff and/or seek assistance from emergency medical services. Salary (\$24.53 hour x 4 hours/day x 180 days) for a total cost of \$17, 445.60 and fringe benefits (23.8% of salary) \$4, 152.02 for a total of \$21, 597.65; 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. The current Interlocal agreement is consistent with Dallas County's Strategic

Plan as evidenced by Vision 2: *Dallas is a healthy community*, as the current request is symbolic of the collaboration or consolidation of public health programs with cities, community organizations, and governmental entities. In addition, the current request is indicative of the working relationship with Parkland Hospital to maximize the use of its resources.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Interlocal Agreement with DCHD d/b/a Parkland Health & Hospital System for nursing services at the Dallas County Juvenile Justice Alternative Education Program and authorize the Chairman of the Juvenile Board to sign the agreement.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

**INTERLOCAL AGREEMENT (“Agreement”)
FOR
PROVISION OF LICENSED VOCATIONAL NURSE SERVICES
BETWEEN
DALLAS COUNTY HOSPITAL DISTRICT (“DCHD”)
AND
DALLAS COUNTY JUVENILE BOARD (“DCJW”),
ON BEHALF OF
THE DALLAS COUNTY JUVENILE DEPARTMENT (“DCJD”)**

WHEREAS, the DCHD d/b/a Parkland Health & Hospital System is a political subdivision of the State of Texas and Hospital District, which is created by the authority of Article 9, Section 4 of the Texas Constitution and Chapter 281 of the Health and Safety Code; and

WHEREAS, DCHD furnishes medical aid and hospital care to indigent and needy persons residing in the hospital district; and

WHEREAS, the DCJB is created by the authority of the Texas Human Resources Code; and

WHEREAS, the Interlocal Cooperation Act of the Texas Government Code, Chapter 791, authorizes any local government to contract with one or more local governments to perform governmental functions and services; and

WHEREAS, DCHD and DCJB desire to enter into an agreement whereby DCHD will provide licensed vocational nursing services to the youths enrolled in the DCJD’s Juvenile Justice Alternative Education Program (“DCJJAEP”).

WITNESSETH:

I. RESPONSIBILITIES OF DCHD:

- A. DCHD shall provide the services of a qualified Licensed Vocational Nurse (“LVN”), assigned to a DCJJAEP Facility that is located at 1673 Terre Colony, Dallas, Texas 75212.
- B. DCHD shall ensure that in addition to performing the standard professional duties of a licensed vocational nursing, the LVN shall also perform specific responsibilities that include, without limitation, the following:
 - Interview each youth admitted to the DCJJAEP upon arrival to assess any special medical needs;

- Communicate special medical needs to the supervisor, and appropriate school administrators and staff;
- To the extent permitted by law coordinate with home school districts to ensure that the youths are current with Texas Education Agency's ("TEA") and the Texas Department of State Health Services' ("DSHS") requirements regarding vision, hearing, and immunizations;
- Communicate with the youths' parents or legal guardians regarding the youths' medical needs as appropriate and in accordance with school policy and procedure and as is otherwise required by applicable law;
- Provide first-aid and health care services to the youths as necessary and appropriate;
- Administer medications according to statutory and administrative policy and procedure; and
- Maintain active license and certifications including CPR and First-aid.

- C. DCHD shall ensure that the LVN is available and on site each school day and preparation days as needed from the hours of 10:00 a.m. — 2:30 p.m. (with a 30 minute lunch).
- D. DCHD shall provide supervision of the LVN through the DCHD Nurse Manager at the Henry Wade Juvenile Detention Center.
- E. DCHD shall pay the LVN.
- F. DCHD shall provide office supplies and medical supplies for the LVN's use.

II. RESPONSIBILITIES OF DCJD:

- A. DCJD agrees to provide office space and office equipment for the LVN.
- B. DCJD agrees to provide required TEA and/or school district forms. **These forms are the property of DCJD/JJAEP/AAE and their responsibility.**

III. BASIS FOR CALCULATING COSTS:

Salary (\$24.23 hour x 4 hours/day x 180 days)	\$17,445.60
Fringe benefits (23.8% of Salary)	<u>\$ 4,152.05</u>
	\$21,597.65

*Services rendered after scheduled hours or emergency treatment will be at an hourly rate of \$24.23 per hour with fringe benefits at 23.8% of salary.

IV. CONTRACT AMOUNT:

The total Contract Amount of this Agreement is Twenty-One Thousand. Five Hundred Ninety-Seven Dollars and Sixty-Five cents. (\$21,597.65) plus any additional after hours or emergency treatment charges calculated at a rate of \$24.23 per hour plus fringe benefits at 23.8% of salary. The funds for the payment of services performed under this Agreement are funds allocated to DCJJAEP through the Texas Juvenile Justice Department and the Juvenile Department DCJJAEP budget. It is noted that the above-referenced Contract Amount does not include any modifications made for merit pay. However, it is noted that the total Contract Amount shall not exceed the amount approved by the JJAEP fiscal year budget.

V. PAYMENT FOR SERVICES:

- A. Monthly requests for reimbursement must be received by the DCHD no later than thirty (30) business days after the last day of the month for which the services were rendered. Reimbursement requests shall be submitted on forms approved by the DCJD.
- B. Payments for services performed shall be made within thirty (30) days after receipt of the invoices from DCHD. All invoices shall be sent to:

Dallas County Juvenile Department
ATTN: Dallas County Juvenile Justice Alternative Education Program
1673 Terre Colony Court
Dallas, TX 75212

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

VI. INDEPENDENT CONTRACTOR:

For the purposes of this Agreement and all services to be provided hereunder, the parties are independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

VII. TERM:

Term, The Term of this Agreement is to be consistent with the JJAEP academic calendar, and in accordance with the Texas Education Code. Unless otherwise stated, the Term will be from August 17, 2015 through June 3, 2016.

Termination. This Agreement may be terminated for any reason by either party upon sixty (60) days prior written notice to the other party, or as mutually agreed in writing.

VIII. NOTICE:

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

DCJB:

Judge Cheryl Shannon, Chairman
Dallas County Juvenile Board
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212

with copy to:

Dr. Terry S. Smith
Director of Juvenile Services
2600 Lone Star Drive
Dallas, TX 75212

IX. GOVERNING LAW:

DCHD:

Sr. Vice President, Community Medicine
Dallas County Hospital District
5201 Harry Hines Blvd.
Dallas, Texas 75235

with copy to:

General Counsel, Legal Affairs
Dallas County Hospital District
5201 Harry Hines Blvd.
Dallas, TX 75235

IX GOVERNING LAW:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and any applicable federal laws.

X. GENERAL COMPLIANCE RELATING TO RECORDS

A. Privacy Laws. Both parties shall safeguard and adhere to all confidentiality, privacy and security requirements according to the applicable federal, State and local rules and regulations for the privacy and security of all information, including, without limitation, HIV/AIDS-related information, accessed while performing under this agreement.

B. Ownership of Records under this Agreement. All records created under this Agreement shall belong to the DCJB and DCJD.

TRANSITION SERVICES

Upon notice of termination and/or expiration of this Agreement, the DCJB shall have the right to request an audit (and DCHD shall reasonably accommodate such a request), at DCJB's expense and at a reasonable time mutually agreed upon by the parties, any and all records of DCHD relating to this Agreement. Moreover, upon termination and/or expiration date of this Agreement, DCHD agrees to transition the services provided herein in a cooperative manner and provide the following to DCJB or DCJD, within sixty (60) days after the date of termination and/or expiration: (i) All Agreement and services documentation identified in a complete, neat and orderly manner; and (ii) Good faith pledge to cooperate with DCJB upon transition of services to another contractor or a DCJB department providing the same or similar services; and (iii) Final accounting of all income from the Agreement. This provision shall survive Agreement Termination.

XI. INDEMNIFICATION:

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

XII. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

XIII. 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.

ENTIRE CONTRACT:

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

XIV. SIGNATORY WARRANTY

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

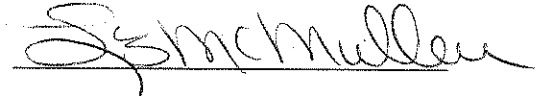
DALLAS COUNTY HOSPITAL DISTRICT:

DALLAS COUNTY JUVENILE BOARD:

PARKLAND HEALTH & HOSPITAL

BY: Judge Cheryl L. Shannon

Chairman of the Dallas County Juvenile Board



BY: Liz McMullen

Vice President & Controller, Finance

BY: Dr. Terry S. Smith, Director

Dallas County Juvenile Department

APPROVED AS TO FORM:

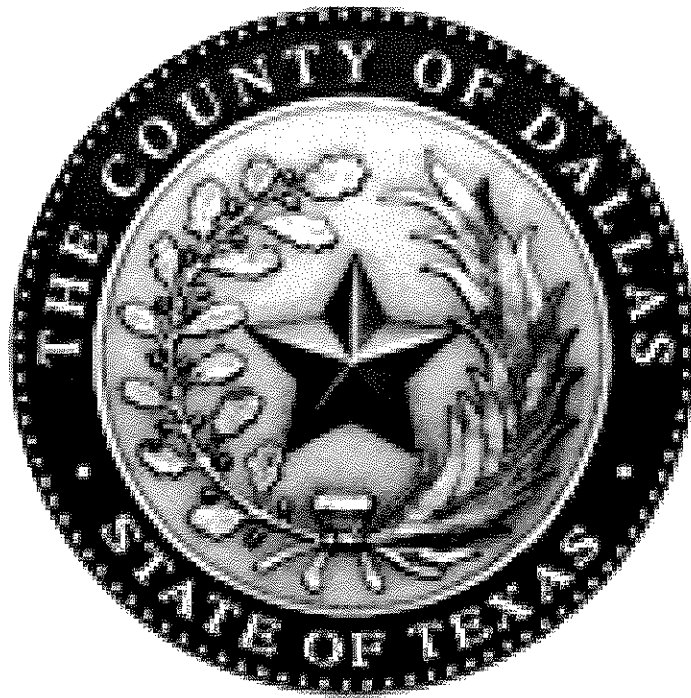
By: _____

Denika R. Caruthers, J.D.

Administrative Legal Advisor

Dallas County Juvenile Department

* 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).



ACTION

ITEM I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Dallas County Juvenile Board
From: Terry S. Smith, Ph.D., Director
Subject: Student Code of Conduct for the Dallas County Juvenile Justice Alternative Education Program

Background of Issue:

The Dallas County Juvenile Board is required, under the Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Operation Standards) Rule §348.104 to adopt and approve a student code of conduct for the JJAEP that meets the requirements set forth by the Texas Juvenile Justice Department (TJJD). Those requirements include: notice to students and parents, disciplinary procedures and sanctions, prohibited sanctions, dress code, and student grievance procedures. The student code of conduct for the Juvenile Justice Alternative Education Program (JJAEP) was previously approved by the Juvenile Board in July, 2011, and modified for the July 23, 2012 Board meeting to be consistent with the JJAEP policy and procedures. Currently, the need was identified to slightly modify the student code of conduct to be consistent with operational procedures. Further modifications entail updating JJAEP administrator and staff contact information. Thus, the purpose of this briefing is to request Juvenile Board approval of the current student code of conduct.

Impact on Operations and Maintenance:

The Dallas County Juvenile Justice Alternative Education Program staff developed the initial student code of conduct during the 2004-2005 academic year and it was approved by the Juvenile Board in August 2004. The initial student code of conduct was identified as having met Texas Juvenile Probation Commission standards now known as the Texas Juvenile Justice Department (TJJD). The student code of conduct is now updated for the 2015-2016 school year. Proposed changes to the JJAEP Student Code of Conduct are attached in a redline version.

§348.104. Student Code of Conduct

The JJAEP student code of conduct shall detail the sanctions and disciplinary procedures that may be applied to students for particular behaviors. Disciplinary procedures shall be carried out promptly and all students shall be afforded due process protections. The student code of conduct shall include, but not be limited to the following: (1) Prohibited behaviors and conduct; (2) Disciplinary consequences for prohibited behaviors and conduct; (3) Description of circumstances that will allow removal from the classroom; and (4) Circumstances under which a JJAEP student may be placed into another educational setting.

(d) Prohibited Sanctions:

The following sanctions shall be prohibited in the JJAEP and their prohibition shall be clearly noted in the student code of conduct: (1) Corporal punishment, physical abuse, humiliating punishment or hazing; (2) Deprivation of food and water; (3) One student sanctioning another; or (4) Expulsion from a JJAEP.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3: Dallas County is safe, secure, and prepared, as evidenced by the implementation of best practices, as the student code of conduct adheres to Texas Administrative Code requirements set forth by the Texas Juvenile Justice Department (TJJD).

Legal Impact:

The Texas Juvenile Justice Department (TJJD) standards require that the Juvenile Board formally approve a student code of conduct for the JJAEP. The DCJJAEP Student Code of Conduct Handbook meets this requirement. The agreement has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor, Dallas County Juvenile Department.

Fiscal Impact:

There is no direct fiscal impact related to the approval of the DCJJAEP Student Code of Conduct Handbook.

Recommendation:

It is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2015-2016 school year.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July 2015, 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, Dallas County Juvenile Board is required, under the Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Operation Standards) Rule §348.104 to adopt and approve a student code of conduct for the JJAEP that meets the requirements set forth by the Texas Juvenile Justice Department (TJJD); and

WHEREAS, Dallas County Juvenile Justice Alternative Education Program staff developed the initial student code of conduct during the 2004-2005 academic year and it was approved by the Juvenile Board in August 2004; and

WHEREAS, The Texas Juvenile Justice Department (TJJD) standards require that the Juvenile Board formally approve a student code of conduct for the JJAEP; and

WHEREAS, The agreement has been approved as to form by Ms. Denika Caruthers, Administrative Legal Advisor, Dallas County Juvenile Department; and

WHEREAS, the approval of the Dallas County JJAEP Student Code of Conduct Handbook will meet the requirement established by the Texas Juvenile Probation Commission that the Juvenile Board approve a student code of conduct.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct Handbook for the 2015-2016 school year.

DONE IN OPEN BOARD MEETING this 27th day of July 2015.

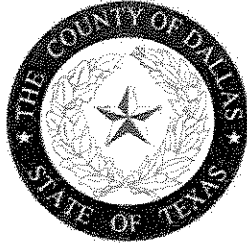
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

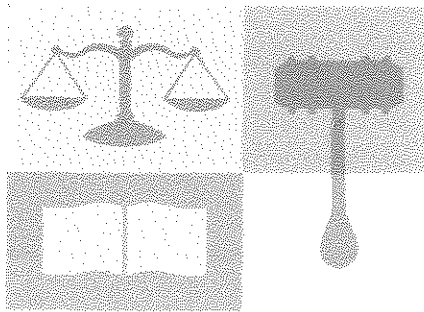
Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM



2015 – 2016 STUDENT CODE OF CONDUCT HANDBOOK

1673 Terre Colony Ct.
Dallas, Texas 75212
214-637-6136 Main
214-637-6130 Fax

School Hours: 7:45A.M. – 4:00P.M. Monday – Friday

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JUVENILE JUSTICE ALTERNATIVE
EDUCATION PROGRAM

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HANDBOOK

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TABLE OF CONTENTS

Mission Statements	Page 3
Welcome	Page 4
Purpose of the Student Code of Conduct	Page 5
General School Information	Pages 6 - 7
Class Schedule	Page 6
Inclement Weather/School Closing	Page 7
Assessments Reliability/Safeguards	Page 8
Attendance	Pages 8 - 9
How Successful Days are Calculated	Pages 9 - 10
Medications	Pages 10 - 11
Searches	Page 11
Contraband and Personal Items	Page 12
School Property	Pages 12 - 13
Sexual Harassment/Sexual Abuse/PREA	Pages 13 - 14
Computer Resources/Usage	Page 14
Discipline and Sanctions	Pages 15 - 18
Prohibited Sanctions	Page 18
Physical Restraint Policy	Pages 18 - 19
Dress Code and Grooming	Pages 19 - 21
School Safety and Emergency Situations	Pages 21 - 22
Transportation	Pages 22 - 23
Student Rights	Pages 23 - 24
Student Grievance Procedure	Pages 24 - 25
Student Records and Confidentiality	Page 26
Contact Information	Page 27
Acknowledgement Form	Page 28
Transportation Authorization Form	Page 29

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Statements.....1

Welcome.....2

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DALLAS COUNTY JUVENILE DEPARTMENT

"TO ASSIST REFERRED YOUTH IN BECOMING PRODUCTIVE, LAW ABIDING CITIZENS, WHILE PROMOTING PUBLIC SAFETY AND VICTIM RESTORATION."

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

"ENABLE STUDENTS TO PERFORM AT GRADE LEVEL BY PROVIDING APPROPRIATE CURRICULUM AND BEHAVIORAL INSTRUCTION WHICH WILL INCREASE ACADEMIC PERFORMANCE AND PROMOTE THEIR SUCCESS."

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THE DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM SEEKS TO BECOME THE MOST EFFECTIVE AND EFFICIENT ALTERNATIVE EDUCATION PROGRAM IN THE STATE OF TEXAS AND ULTIMATELY THE MODEL ALTERNATIVE EDUCATION PROGRAM FOR THE COUNTY.

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WELCOME!

Dear Parents/Guardians & Students,

We are pleased at the opportunity to serve you and your child at the Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.). This unique program was designed to help students who have experienced some difficulties in their home school. Our goal is to help students improve on their behavior and in their academics.

By the time students are ready to exit the program and return to their home school, they will have learned:

- Valuable social and life skills
- Ways to improve personal behavior
- Study habits for academic success
- How to think positively and be more responsible, even in difficult times and situations

The Dallas County J.J.A.E.P. has three parts. First, we look at a student's academic skills. Students may be behind in some schoolwork, so we will work on helping them build their basic skills. Building basic skills gives students a stronger foundation for learning. Many students are on track academically, so we will help them focus on earning credits toward high school graduation, or passing courses for grade promotion.

The second part of the program deals with a student's social, emotional and behavioral abilities. Our program centers on a structured, positive setting. Students who have had a difficult time complying with their home school behavior rules and Student Code of Conduct will be given every opportunity to improve on their behavior by attending Social and Behavior Life Skills Development classes.

The third and final component is our customer service commitment to our parents, visitors, and to our school representatives. We value each of you and will strive to provide the highest quality customer service. Providing customer service helps promote our goal of returning successful students back to their home schools. By communicating with parents on a regular basis, we can help their child learn to deal with difficulties in a variety of positive ways.

The next several pages will be important for each student and parent to know and understand. We ask that parents spend time reading over the Student Code of Conduct with their child. The more informed parents are about our school, the more we will be able to help them and provide the highest quality customer service they deserve.

Thank you,

Daniel Guillory
Assistant Campus Administrator

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PURPOSE OF THE STUDENT CODE OF CONDUCT

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The Student Code of Conduct that follows is the Dallas County Juvenile Justice Alternative Education Program ("Dallas County JJAEP") response to the requirements of Chapter 37 of the Texas Education Code and Chapter 348 of the Texas Juvenile Justice Department standards for juveniles expelled from their home schools. The Dallas County Juvenile Justice Alternative Education Program, with the approval of the Juvenile Board of Dallas County, has adopted this Student Code of Conduct. It provides information to parents and students on the Dallas County JJAEP behavior management system in regards to expectations for behavior, attendance and academics as well as procedures for administering discipline.

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

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GENERAL SCHOOL INFORMATION

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The Dallas County JJA.E.P. serves students who have been expelled from their home school district, or who have been placed in the program by a juvenile court judge. The length of enrollment depends upon the sending school district & the type of referral.

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Dallas County Juvenile Justice Alternative Education Program is located at:

1673 Terre Colony Court

Dallas, Texas 75212

Phone: 214-637-6136

Fax: 214-637-6130

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The hours of operation for the Dallas County JJA.E.P. are: 7:45 A.M. to 4:00 P.M., Monday through Friday.

CLASS SCHEDULE

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<u>Search/Homeroom/Breakfast</u>	<u>8:00A.M. – 8:40A.M.</u>
<u>1st Period</u>	<u>8:45A.M. – 10:10A.M.</u>
<u>Bathroom Breaks</u>	<u>10:10A.M. – 10:20A.M.</u>
<u>2nd Period</u>	<u>10:20A.M. – 11:45A.M.</u>
<u>3rd Period (A Lunch)</u>	<u>11:45A.M. – 12:10P.M.</u>
<u>(B Lunch)</u>	<u>12:10P.M. – 12:35P.M.</u>
<u>Bathroom Breaks</u>	<u>12:35P.M. – 12:45P.M.</u>
<u>4th Period</u>	<u>12:45P.M. – 2:10P.M.</u>
<u>5th Period</u>	<u>2:10P.M. – 3:35P.M.</u>
<u>Student release</u>	<u>3:35P.M. – 4:00P.M.</u>

Grades 4-12 attend the Dallas County JJA.E.P. Texas Juvenile Justice Department 348.110 require that courses in English / Language Arts, Math, Social Studies, Science, and self-discipline including drug awareness, anger management or cognitive skills are taught in all grade levels. Teaching the basic 4 core courses provide students the opportunity to strengthen their educational foundation while in the program. Students can earn credits toward high school graduation or pass courses for grade promotion. Physical Education and Social Life Skills courses are taught as non-credited courses. Social Life Skills course teaches students valuable lessons on behavior modification, dealing with life experiences, employment related topics, money matters, health/hygiene, drugs/alcohol, dating and relationships.

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While in the program, each student is assigned a Case Worker who will assist him/her in counseling, educational goals etc. In addition to the basic curriculum, students have an opportunity to participate in

supervised academic outings, special program functions that celebrate the cultural diversity of students and staff, become a peer tutor or an office aid to administrative staff.

If a student is experiencing learning difficulties, the parent may contact the person listed below to learn about Dallas County J.J.A.E.P.'s overall general education referral or screening system for support services. This system links students to a variety of support options, including referral for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of school to meet the needs of all struggling students. At any time, a parent is entitled to request an evaluation for special education services. Within a reasonable amount of time, the school must decide if the evaluation is needed. If the evaluation is needed, the parent will be notified and asked to provide informed written consent for the evaluation. Dallas County J.J.A.E.P. must complete the evaluation and the report within 60 calendar days of the date the school receives the written consent. The school must give a copy of the evaluation report to the parent and the students home school district. If the school determines that the evaluation is not needed, the parent will be provided written notice that explains why the student will not be evaluated. This written notice will include a statement that informs the parents of their rights. The school is required to give parents that have a student that is evaluation for special education services the *Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities*. Additional information regarding the IDEA is available in a companion document *A Guide to the Admission, Review, and Dismissal Process*.

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

- Texas Project First
- Partners Resource Network

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services is:

Contact Person: Kathy Beasley
Phone Number: 214-689-5501

INCLEMENT WEATHER/SCHOOL CLOSING INFORMATION

The Dallas County J.J.A.E.P. will follow the Dallas County office closings and delays in the case of inclement weather conditions or other emergency reasons. If during school hours, the Dallas County J.J.A.E.P. staff will notify parents/guardians if an early release is deemed necessary. If after school hours, students and parents/guardians should check any one of the following medial sources to determine if Dallas County offices will be closed or starting late:

- Radio: KRLD 1080 AM, WBAP 820 AM, KVIL 103.7/107.5 FM
- TV: KDFW Channel 4, WFAA Channel 8, KXAS Channel 5

ASSESSMENTS RELIABILITY/SAFEGUARDS

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All assessments and other tests will be administered by Dallas County JJAEP staff following all protocols as directed by the assessment instructions. The Dallas County JJAEP will ensure that the on-site assessment process test scores have not been tainted.

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All tests will be:

- (a) Maintained in a secured setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time.
- (b) The Dallas County JJAEP staff shall be prohibited from releasing copies of the test and
- (c) The Dallas County JJAEP staff is prohibited from teaching the specific questions on the test.
- (d) The students shall be monitored at all times during test/assessment administration.

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The DCJJAEP also offers GED prep courses for students who need an alternative outside of regular course work. While in the program, each student is assigned a Case Worker who will assist him/her in counseling, educational goals etc. In addition to the basic curriculum, students have an opportunity to participate in supervised academic outings, special program functions that celebrate the cultural diversity of students and staff, become a peer tutor or an office aid to administrative staff.¶

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CLASS SCHEDULE ... [4]

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ATTENDANCE

Attendance Requirements

Texas Education Code § 25.085(a) and the Texas Juvenile Justice Department standards 348.114, requires that a child attend school each day for the entire period that a school's program of instruction is provided. Attendance is compulsory for a child at least six years of age, or who is younger than six and has been previously enrolled in first grade, and who has not yet reached age 18. The Education and Family Codes contain "truancy" laws to enforce this compulsory attendance requirement.

Regular school attendance is essential for the student to make the most of his/her education and successfully complete the program. Students are required to attend school on a daily basis. It is the responsibility of the parent/guardian to assist the student in arriving to school on time each day, arranging for timely pick-up each day, and communicating with the Dallas County JJAEP staff regarding absences and tardies. Attendance will be taken each day and reported to the appropriate school districts and probation offices (if applicable). Students in attendance less than four (4) academic hours will be counted absent.

School begins at 8:45 A.M., and ends at 3:35 P.M., Early drop off for students begins at 7:45 A.M. and parent pick-up begins at 3:35 P.M., (Students will not be released before 3:35 P.M., without an acceptable excuse). Bus routes will be called at 3:35 P.M., (Students who ride DART transportation will be dismissed by 4:00 P.M.,

Students may be excused for temporary absence for the following reasons:

- Documented health appointment;
- Documented court proceeding;
- Death in immediate family
- Established religious holy days; or
- Any other reasons determined acceptable by the Dallas County JJAEP Administrator.

Absence notes must be submitted to the attendance office no later than three (3) days after a student returns from an absence. Failure to submit an absence note within three (3) days will result in the absence(s) being recorded as unexcused.

The student's attendance is reported to all home school districts. Dallas County JJAEP will send notices of truancy to the student's home school district after the student is absent from school two (2) consecutive days. Parents/guardians will be contacted each time their child is absent from school. For students on juvenile probation: Probation Officers will receive a monthly attendance report.

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Truant students will be referred to the home school district for legal action through the appropriate court system. Parents can be fined for their child's truancy and referred to court. Students run the risk of failing and being held back for excessive absenteeism and/or truancy. Continued absenteeism may result in an extension of scheduled time at the Dallas County JJAEP. According to Texas Education Code Section 25.092, "a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered." We encourage parents to monitor their child's school attendance and to call the school's attendance office if they have any questions about their child's attendance.

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HOW SUCCESSFUL DAYS ARE CALCULATED

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Successful Days are calculated using the total number of days a student is in attendance for a six weeks period. Unsuccessful days are subtracted from the total number of attendance days. This gives the student his/her total number of Successful Days in the program. Most students are referred to the Dallas County JJAEP for a specified number of days and will exit the program having completed a required number of Successful Days.

- Successful Days – A student will earn a Successful Day for each day he/she is in attendance and is earnestly complying with the Student Code of Conduct
- Unsuccessful Days – A day when a student is not in attendance or has violated the Student Code of Conduct as detailed in this section
- 1 Major rule infraction = 1 Unsuccessful Day
- 3 Minor rule infractions with documented interventions = 1 Unsuccessful Day
- Student may be given the opportunity to earn back unsuccessful days as they progress in the program and show significant improvement in their behavior.
- Dallas County JJAEP Case Managers will monitor and be responsible for recording students Successful Days.
- Dallas County JJAEP will report the progress/regress of a student's Successful Days to each school district twice during a six weeks grading period:
 - during 3 week progress reports,
 - at the end of each six weeks – (prior to a student's tentative exit date)
- Parents will receive a progress / regress report of their child's Successful Days status twice during a six weeks grading period:
 - during 3 week progress reports
 - at the end of each six weeks prior to their child's tentative exit date

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MEDICATIONS

Medication and special equipment needed for health-care procedures will be provided and brought to school by the student's parent. Students may not carry medication or administer it to themselves except for physician-diagnosed asthmatics who self-administer inhaled emergency medications; diabetics who possess and carry supplies or equipment necessary to monitor and care for their diabetes; or students with the potential for anaphylaxis, who may self-administer emergency medications while on school premises or at a school-related event or activity. The parent must sign a medication consent request/ form for any medication administered.

In the absence of a medical staff, a designated Dallas County J.J.A.E.P. staff, including but not limited to the Behavior Specialist, Campus Administrator and/or District Office designee per the Deputy Director of Educational Services will accept medication and have the authority to have the parent, guardian, and/or custodian of a Dallas County J.J.A.E.P. student to sign the medication consent form in its entirety before leaving any medication. Designated staff will not accept medication that is not properly labeled, nor will they accept OTC (over the counter) medication.

1. Prescribed medication will be administered during the school day when medication schedules cannot be adjusted to allow the medication to be given before or after school.
2. The principal will provide locked storage space where all medication and special equipment may be maintained apart from other clinic/office supplies and where students and unauthorized school personnel may not have access to the same.
3. Each student's medication will have an affixed prescription label that includes the student's name, the drug name, directions for dosage, and schedule for administering it. The name and address of the pharmacy, name of prescribing practitioner, and date the prescription is dispensed will all be included on the label. Special equipment items will also be identified by student name, and all such items will be restricted to use of the owner only.
4. The school nurse will give the initial dose of the prescribed medication and special health-care procedures. The nurse will explain to the principal or designated building administrator, the student, and the student's teacher(s) the anticipated outcomes of the treatment, including all possible adverse side effects of the medications/procedures and recommended action to be taken.
5. When the duration of a medication/special procedure is complete (or 12 months after prescribed), parents will be advised to pick up any unused portions of the medication or equipment. These items may be destroyed only with the parent's permission. Unclaimed medications may be disposed of according to District-recommended waste disposal. Discarded medication may not be thrown in trash containers, poured down a sink, or flushed down a toilet. Medications will not be returned to the student.
6. All medication and special health-care prescriptions will be reviewed yearly (12 months from initial request) with renewed, written permission for treatment to be obtained from both the physician and the parent.

Note: Parents/guardians will also have to complete the medication consent form prior to the Dallas County J.J.A.E.P. accepting medication.

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¶ All assessments and other tests will be administered by J.J.A.E.P. staff following all protocols as directed by the assessment instructions. The J.J.A.E.P. will ensure that the on-site assessment process test scores have not been tainted. All tests will be:¶

<#>Maintained in a secured setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time.¶

<#>The J.J.A.E.P. staff shall be prohibited from releasing copies of the test and ¶

<#>The J.J.A.E.P. staff is prohibited from teaching the specific questions on the test. ¶

<#>The students shall be monitored at all times during test/assessment administration.¶

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¶ Automobiles ¶

¶ Students entering the DCJAEPI J.A.E.P. are not allowed to drive to school. Parents that will drop off and picking up their child must have that information on the transportation list. Any additional adults that the parents would like to list over the age of 18 must be listed on the sheet ... [11]

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SEARCHES

The safety of our students, staff and visitors is of utmost importance. The Dallas County J.J.A.E.P. reserves the right to search students at any time. All students entering the Dallas County J.J.A.E.P. shall be searched. This will include a pat-down and a metal detector screening before entering the classroom each day. Any contraband or prohibited items will be confiscated at this time. Strip searches are prohibited by all Dallas County J.J.A.E.P. staff.

Students are subject to be searched under the following conditions:

- Upon arrival and prior to entering the classroom each day;
- Upon exiting and re-entering the facility for any reason; and
- Any time there is reasonable suspicion that contraband is being concealed.

The Dallas County J.J.A.E.P. may utilize specially trained dogs to sniff out and alert officials to the current presence of concealed prohibited items (drugs, alcohol and weapons). The visits will be unannounced and will include a search of vacant classrooms and vacant common areas. If a dog alerts to a specific location, the area is subject to search by Dallas County J.J.A.E.P. staff and/or law enforcement. If a student is found to be in possession of any type of illegal substance or weapon, a referral to law enforcement will be made.

The presence of weapons or chemical agents as defined by 46.01 of the Texas Penal Code is strictly prohibited at Dallas County J.J.A.E.P. including any sponsored events.

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CONTRABAND & PERSONAL ITEMS

The following items will be considered contraband and shall be confiscated at any time:

- Purses, wallets, or backpacks
- Food, drinks, candy, or gum
- Baseball hats (all kinds)
- Any and all jewelry (except for a wristwatch)
 - necklaces (including rosary necklace)
 - bracelets (including handmade bracelets)
 - earrings/piercings (including body and face, including tongue)
- No more than \$3.00
- Shoe laces that are not white or black and over-sized
- Electronic devices (except probation monitoring devices)
 - Including all cell phones/cameras, Tablets, iPad/iPod/MP Players, or hand-held games of any sort
- Jackets with offensive, or gang affiliated logos
- Sunglasses, non-prescribed contact lenses (colored contact lenses—non-prescribed)
- Hair nets, stocking caps, wave caps,
- Make-up, lip gloss including Carmex or Chap Stick, etc., lip stick, body glitter, hair gel
- Combs or brushes of any kind
- Prescription, over-the-counter drugs, or illegal drugs
- Lighters, matches, cigarettes, or tobacco products
- Binders and/or folders
- Drugs and/or drug paraphernalia
- Gambling paraphernalia

This list is not inclusive of all items that will be considered as contraband. Items that are not considered required school supplies or not part of the uniform will be confiscated. All such items will be confiscated. Illegal items will be turned over to law enforcement. Property that has been confiscated will be returned on the last day of the student's expulsion. The parent may not call and have that property released to the child, nor can they come and sign out the confiscated property. Certain items will be disposed of e.g. cigarette lighters, lip stick, etc. NO EXCEPTIONS

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND ITS STAFF ARE NOT RESPONSIBLE FOR LOST OR CONFISCATED ITEMS

SCHOOL PROPERTY

Students are expected to help maintain the building, facilities, and all school/county property. School supplies should not be damaged, used for personal intent, or be taken for the classroom without permission. Students are to refrain from damage, destruction or misuse of any school/county property, including such items as desks, computers, books, etc. Any damage to or misuse (including personal use) of school/county property by a student will result in disciplinary

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action, including referral to law enforcement if applicable, as set forth in the student code of conduct.

SEXUAL HARASSMENT/SEXUAL ABUSE/PREA

Students must not engage in unwanted and unwelcome verbal and/or physical conduct of a sexual nature directed toward another student or Dallas County JJAEP staff. This prohibition applies whether the conduct is by word, gesture, or any other conduct, including requests for sexual favors. All students are expected to treat other students and Dallas County JJAEP staff with courtesy and respect; to avoid any behavior known to be offensive; and to stop these behaviors when asked or told to do so. Allegations of sexual harassment or misconduct will be investigated by Dallas County JJAEP staff and reported to law enforcement agencies as necessary.

The Dallas County Juvenile Justice Alternative Education Program has written policies and procedures regarding the Prison Rape Elimination Act (PREA) of 2003, including information on prevention and intervention; methods of minimizing risk of sexual abuse; reporting sexual abuse and assault; and treatment and counseling.

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that supports the elimination, reduction, and prevention of sexual abuse in adult and juvenile facilities as well as community correction programs.

Pursuant to PREA, the National Standards to Prevent, Detect, and Respond to Prison Rape: Final Rule was posted to the Federal Register on June 20, 2012 and became law on August 20, 2012.

The Dallas County Juvenile Department and the Dallas County JJAEP mandate zero tolerance toward all forms of sexual abuse and sexual harassment.

In compliance with PREA and TJJD standards, the Dallas County JJAEP does not hire any new employees prior to performing a criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) and consulting the Texas Department of Family and Protective Services Central Child Abuse Registry. Further, current employees are also subject to criminal history checks through the FAST system.

Students of the Dallas County JJAEP have the right to be free from abuse, neglect, and exploitation. This includes not being subjected to sexually abusive and/or harassing behavior from staff, volunteers, interns, and other students.

Students can minimize their risk of becoming a victim of sexual abuse or harassment by:

- Avoiding isolated or secluded areas of the JJAEP
- Being aware of body language, dress, and behavior
- Avoid giving or accepting gifts or favors from staff, volunteers, or other students
- Reporting immediately all incidents of actual or attempted sexual contact and sexual conversations made by staff, volunteers, interns, or other students.

If a student is sexually abused or sexually harassed by any staff, volunteer, intern, or student(s), he/she is encouraged to immediately report the incident so that the Dallas County JJAEP can ensure that student's safety and the safety of other students. All reports of sexual abuse or harassment will be taken seriously by the Dallas County JJAEP.

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Students have the right to confidentially report sexual abuse or sexual harassment to a Dallas County J.J.A.E.P. staff member, volunteer, intern, or their assigned juvenile probation officer.

Students may also confidentially report sexual abuse or sexual harassment without fear of reprisal or retaliation directly to the Texas Juvenile Justice Department at 1-877-STOP ANE (1-877-786-7263). Any report of sexual abuse or sexual harassment alleged to have occurred within the Dallas County J.J.A.E.P. will be investigated to the fullest extent by the Dallas County J.J.A.E.P. Administrator or designee and will be reported to the Dallas County Sheriff's Department for a possible criminal investigation and prosecution.

If a student is sexually abused, he/she may contact the Parkland Hospital Victim Intervention Program/Rape Crisis Support Center as an outside victim advocate for emotional support services related to the sexual abuse at (214) 590-2926 or the 24-hour hotline at (214) 590-0430.

Students at the Dallas County J.J.A.E.P. may also have access to counseling services through the Dallas County Juvenile Department's Psychology Division.

COMPUTER RESOURCE/USAGE

Dallas County J.J.A.E.P. has invested in computer technology to broaden instruction and to prepare students for an increasingly computerized society. Computers are provided for the students to use for educational purposes only. Use of these resources is restricted to students working under a teacher's supervision. **Misuse/Unauthorized and destructive behavior will result in disciplinary action and termination of privileges.** Misuse/Unauthorized use of the computers includes, but is not limited to:

- Accessing, or attempting to access, the Internet;
- Communicating electronically through e-mail, chat rooms, instant messaging, or any other forms of direct electronic communications;
- Downloading or installing any type of information (including pictures, music, games, videos, etc.);
- Altering or changing any program settings or computer features;
- Writing, typing or drawing anything that may be considered abusive, obscene, sexually oriented, gang related, harassing, threatening or illegal;
- Causing physical damage to the computer, monitor, mouse, headphones, etc.;
- Tampering with another student's computer or assignments; and/or
- Attempting to or successfully accessing or circumventing log-on or password information of another student or staff.

Computer usage is monitored, any misuse/unauthorized use will result in disciplinary action.

DISCIPLINE AND SANCTIONS

There are times when young people fail to observe rules for appropriate school conduct. Actions may be taken as a result of any behavior which is disruptive of good order or which violates the rights of others. In order to provide an optimal learning environment, each teacher will serve as the first line of action in

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School Property¶

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The DCJJAEP J.J.A.E.P. will follow the Dallas County office closings and delays in the case of inclement weather conditions or other emergency reasons. If during school hours, the DCJJAEP J.J.A.E.P. staff will notify parents/guardians if an early release is deemed necessary. If after school hours, students and parents/guardians should check any one of the following media sources to determine if Dallas County offices will be closed or starting late:¶
<#>Radio: KRLD 1080 AM, WEAP 820 AM, KVIL 103.7/107.5 FM¶
<#>TV: KDFW Channel 4, WFAA Channel 8, KXAS Channel 5¶

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providing interventions for disciplinary problems within the school setting. Adherence to the guidelines listed below will help students complete their time successfully. There are major and minor infractions of the Student Code of Conduct.

Definitions:

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- Major Infraction – Infraction that violates the Student Code of Conduct, city ordinance, state, or federal law.
- Minor Infraction – Infraction of repeated misbehavior after warnings and documented interventions.
- Bullying – Engaging in written expression, verbal expression or physical contact that will have the effect of physically harming a student, staff member or visitor, damaging their property or placing them in reasonable fear of harm to their person or damage to their property; or is sufficiently severe, persistent or pervasive enough that the action or threat creates an intimidating, threatening or abusive educational environment.
- Harassment – Threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.
- Hit List – A list of people targeted to be harmed, using a firearm, knife or any other object to be used with intent to cause bodily harm.
- Restitution – When a student destroys campus property, he/she will be required to pay for loss/replacement, or repair.

Standards for Student Conduct are as follows:

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- Demonstrate courtesy even when others do not.
- Behave in a responsible manner, always exercising self-discipline
- Attend all classes and be on time
- Be prepared to learn in all classes
- Meet the Student Code of Conduct's Dress Code and Grooming standard
- Obey all school and bus rules
- Respect the rights and privileges of other students and staff
- Never bully other students, staff or visitors.
- Never harass other students, staff or visitors.
- Never make a hit list.
- Respect the property of others, including the school property
- Cooperate with and assist the school staff in maintaining safety, order and discipline
- Obey the Student Code of Conduct
- Follow the requirements of the expulsion from their home school, including the requirement to stay off school property during the term of their expulsion. Participation in extra-curricular activities at their home school is at the sole discretion of the student's home school. Without the home school's permission for the student to be on the home school campus, the student is trespassing.

Law Violations

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Any law violations that occur on or around the Dallas County J.J.A.E.P. campus including on a school bus routes will be reported to law enforcement. Students who commit law violations on campus are immediately referred to the onsite Law Enforcement Officer(s) and may be transported to the Dallas County Juvenile Detention Center. Students seventeen or older will be transported to the Dallas County Jail. Any such violations may include reclassification from previous offense and possible extension of

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days in the program, i.e. assault with injury, felony drug possession with intent to sell, possessing a prohibited weapon on campus, etc.

Minor Infractions - Prohibited Behaviors and Conduct:

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- Failure to follow staff instructions the first time asked
- Sleeping in classes / Repeated failure to participate in class
- Cursing / Disrupting class
- Dress code violations
- Tardiness
- Cheating

Disciplinary Consequences for Minor Infractions may include but are not limited to:

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- Referral to Behavior Specialist – for an Intervention
- Referral to a Case Worker for counseling
- Parent Conference
- Referral to In School Suspension (ISS)
- Other disciplinary consequences determined as appropriate by Dallas County JJAEP staff

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Major Infractions - Prohibited Behaviors and Conduct:

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- Fighting (assault)
- Gang activity
- Using, selling, or possessing drugs
- Bullying
- Harassment
- Making Hit Lists
- Gambling
- Possession of contraband (see contraband items in the Contraband section of the Student Code of Conduct)
- Hazing
- Breaking any city, state, local, or federal laws
- Threatening staff, visitors, or other students in any manner
- Violating bus rules, or disobeying the bus driver
- Sexual misconduct

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Disciplinary Consequences for Major Infractions may include but are not limited to:

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- Referral to In School Suspension (ISS)
- Arrest
- Referral to Juvenile Detention
- Other disciplinary consequences determined as appropriate by Dallas County JJAEP staff
- Suspension from school for up to (3) days per offense

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Suspension Explanation and Administrative Procedures:

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After all behavior interventions have been exhausted, a student will be expelled from the Dallas County JJAEP for (3) days per offense. Suspension interventions are as follows:

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- Behavior/ Incident/Bus Reports
- Parent Conference held by the student's Case Worker
- Sheriff Officer conference
- At least 1 referral for After School Detention, and In School Suspension
- Any major violation of the Dallas County Dallas County JJAEP Student Code of Conduct

Note: Only the Dallas County JJAEP Administrator or Deputy Director of Education will have the authority to suspend a student from campus. The Case Manager will notify the home school district in writing (copy of suspension).

Administrative procedures for Suspension:

In matters related to student discipline, it is expected that a progressive discipline model that enables the student to demonstrate growth and learning shall be followed.

1. A Dallas County JJAEP Administrator may suspend a student for unacceptable student behavior as outlined in the Dallas County JJAEP Student Code of Conduct or for reasons where the student's conduct is injurious to the physical or mental well-being of other students, staff, or visitors.
2. The Dallas County JJAEP Administrator shall ensure that any suspension is fair and proper, and that suspensions and/or recommendations for suspensions are made only after all other reasonable interventions have proven ineffective.
3. The maximum length of suspension the Dallas County JJAEP Administrator may issue is up to (3) school days per offense, or major rule violation. Before an Administrator suspends a student, the Administrator shall: (a). inform the student of the formal disciplinary nature of the suspension and its consequences, and of the reasons for which suspension is being considered; (b). provide opportunity for the student to offer an explanation in defense or mitigation prior to completing his/her investigation (c). report to the student's parent or guardian the suspension; (d). release the student from the Dallas County JJAEP to the parent, guardian or responsible adult—if no one is available dismiss the student via his/her typical means of transportation at the close of the school day.
4. After the imposition of the suspension, a parent may choose to appeal the suspension by doing so within five (5) working days following the commencement of the suspension. The intent to appeal the suspension must be communicated in writing to the Karen Ramos Dallas County Juvenile Department, Deputy Director of Education at 1673 Terre Colony Ct., Dallas, Texas 75212.

Parents will be notified of any serious violations of the Student Code of Conduct that may result in a student being removed from the program.

PROHIBITED SANCTIONS

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It is the policy of the Dallas County Juvenile Justice Alternative Education Program (J.J.A.E.P.) that the following sanctions are prohibited regarding student discipline.

- Corporal punishment, physical abuse, humiliating punishment or hazing;
- Deprivation of food and water;
- One student sanctioning another; or
- Expulsion from the Dallas County J.J.A.E.P.

The Dallas County J.J.A.E.P. prohibits any student from being denied his/her lunch meal as a disciplinary measure or sanction.

PHYSICAL RESTRAINT POLICY

Per the Texas Juvenile Justice Department standards (348.126), all Dallas County Juvenile Justice Alternative Education Program staff are trained and certified in the approved Handle with Care (non-violent) physical restraint techniques, which assist with the implementation of the intervention plan. Physical contact and restraint will be utilized when necessary to enable the student to regain control of him/herself for the following reasons:

- To prevent or stop the student from the threat of imminent self-injury
- To protect injury to others;
- To prevent a student from damaging property;
- Restraints shall be terminated as soon as the student's behavior has subsided;
- Restraints shall only be used as a last resort

Physical contact and restraint techniques in this context mean:

- Touching for positive redirection
- Handle with Care Technique
- Physical escort of a student to another area

Restraints employing a technique listed below are prohibited:

- Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation
- Restraints that deprive the student of basic human necessities including restroom privileges, water, food and clothing
- Restraints that are intended to inflict pain
- Restraints that put a student's face down with sustained or excessive pressure on the back, torso or chest cavity
- Restraints that put a student face down with pressure on the neck or head
- Restraints that obstruct the airway or impair the breathing of the student
- Restraints that restrict the student's ability to communicate
- Restraints that obstruct the view of the student's face

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Successful Days are calculated using the total number of days a student is in attendance for a six weeks period. Unsuccessful days are subtracted from the total number of attendance days. This gives the student his/her total number of Successful Days in the program. Most youth are referred to the DCJJAEP J.J.A.E.P. for a specified number of days and will exit the program having completed a required number of Successful Days. ¶

<#>Successful Days – A student will earn a Successful Day for each day he/she is in attendance and is earnestly complying with the Student Code of Conduct ¶

<#>Unsuccessful Days – A day when a student is not in attendance or has violated the Student Code of Conduct as detailed in this section¶

<#>1 Major rule infraction = 1 Unsuccessful Day¶

<#>3 Minor rule infractions with documented interventions = 1 Unsuccessful Day¶

<#>Student may be given the opportunity to earn back unsuccessful days as they progress in the program and show significant improvement in their behavior.¶

Documentation and Notification of Successful

Days:¶

<#>DCJJAEP J.J.A.E.P. Case Managers will monitor and be responsible for recording students Successful Days¶

<#>DCJJAEP J.J.A.E.P. will report the progress/regress of a student's Successful Days to each school district twice during a six weeks grading period:¶

<#>during 3 week progress reports, ¶ ... [51]

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- Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint
- Percussive or electrical shocking devices

Only certified Juvenile Probation and Detention Officers, as well as law enforcement personnel may utilize hand and leg mechanical restraints when necessary for safety. When acting in their official and legal capacity (i.e. the exercise of taking legal custody, arrest and transportation duties), commissioned Peace Officers may employ other legal forms of restraint. The student's parent/guardian will be notified if their child has been restrained at school and the reason for the restraint will be explained. Parental questions or complaints regarding disciplinary measures taken should be addressed to the Dallas County JJAEP Administrator.

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DRESS CODE & GROOMING

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Students are expected to follow the school Dress Code at all times. Parents and/or guardians are responsible for ensuring their child abides by the Student Code of Conduct Dress Code and Grooming policy.

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The requirements for student dress and grooming are as follows:

- Students will exhibit good hygiene; problems will be addressed on an individual basis
- Students are prohibited from wearing any unnatural hair color (i.e., pink, blue, gray, etc.)
- Male students hair shall not exceed the shirt collar
- Students will be considered out of dress code if they have any of the following:
 - Designs cut into the hair that are disruptive to the school setting
 - Tails/hair shaved except at the neckline
- Cosmetic jewelry such as flipper-like gold teeth are prohibited
- All tattoos must be covered
- Rubber bands and scrunches may be used to fasten the hair
- Bandannas or handkerchiefs are not permitted
- Only clear polish is allowed; nails must be appropriate in length and well groomed
- No body glitter or excessive make-up
- Students may not wear earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses, or rings etc.
- Jackets, coats and sweaters will be taken up during searches and returned to students at the end of the day.
- **Dallas County JJAEP will not be responsible for lost or stolen expensive coats or jackets*
- The uniform is not to be altered in any way (No writing on clothing, rips or tears.)
- Pants must be worn at the normal waist-level – no "sagging" or "baggy" pants (No cuffs or rolls in pants that are not a result of the manufacture of the pants.)
- Students will be required to be in uniform beginning their first full week of school
- With the exception of toboggans worn in the winter months; hats, caps, or other head apparel are prohibited
- Shorts and athletic jerseys are not allowed
- Appropriate footwear is required. No sandals or house shoes; no steel-toed or boots. Shoelaces must be the same color as the tennis shoes. All Red or Blue shoes are Not permitted or any colors that represent a gang of any sort.

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All Students (male and female) will wear a uniform consisting of:

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Pleated Tan Khaki long pants (full length)

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- Pulled up at the waist
- Sagging pants, cuffs and/or rolls in pants will be considered a dress code violation unless corrected

White/Green Shirt

- With collar and sleeves

Belt (brown or black)

- Only traditional buckles (No oversized buckles)
- No writing on belts is allowed

Tennis shoes

- Appropriate footwear. Tennis shoes.

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White/Black shoestrings, which must be tied (and strapped if shoes have straps)

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The uniform will be worn as follows:

Shirt:

- The top button of the shirt will be un-done
- **Shirt will be tucked in at all times**
- Logos or writing on the shirt are not allowed
- The shirt will be free from holes or tears
- Shirtsleeves must be hemmed
- White, black or gray undershirts will be permitted (T-Shirts worn as "white/green collared shirts" will not be permitted)
- Form fitted shirts will not be allowed (no cap sleeves)

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Pants:

- **Pants will fit. Loose baggy pants, cuff or rolls are not allowed**
- Pants will be held up above the waist by a belt
- Logos or writing on the pants or belt are not allowed
- The pants will be free from holes, or tears
- Pants must be hemmed
- Females will not wear form fitted pants of any kind (spandex, Capri, tights, low-rise, skinny, hipsters etc.)

Belt:

- **Only a brown or black belt will be worn**
- There will be no writing on belts
- No army belts or oversized belt buckles are allowed

Jewelry:

- A wristwatch is the only form of jewelry that will be permitted
- Earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses or rings are not allowed

Parent/guardian will be called when a student comes to school out of dress code. The parent/guardian will be responsible for bringing the student appropriate dress code attire.

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Failure to follow the dress code is a minor infraction of the Student Code of Conduct and can result in an Unsuccessful Day.

SCHOOL SAFETY/EMERGENCY SITUATIONS

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Weapons/Firearms:

Firearms are strictly prohibited at the Dallas County Juvenile Justice Alternative Education Program. This prohibition shall extend to all persons with the exception of a law enforcement officer acting in the scope of his or her official duty. This prohibition shall also extend to any certified juvenile probation officer authorized to carry a firearm under 142.006 of the Texas Human Resources Code. The Dallas County Juvenile Department does not authorize its juvenile probation officers to carry weapons and at no time shall any juvenile probation officer authorized to carry a firearm from another county or jurisdiction be allowed to enter the Dallas County J.J.A.E.P. premises carrying a weapon.

Emergency Situations:

In the event of an emergency situation, school officials must act quickly and students must act responsibly. This is not a time for horseplay or games. To ensure we are prepared for an emergency situation, students will take part in several drills throughout the year.

Per the Texas Juvenile Justice Department standards Chapter 348, Dallas County J.J.A.E.P. has an Emergency Response Plan that addresses the following emergency situations:

- Natural Disaster
- Severe Weather
- Fires
- Chemical hazardous material spills
- Bus crashes
- School shootings
- Bomb threats
- Medical Emergency
- Riots

During an emergency situation staff will:

- Be alert and ready to give instructions to students
- Conduct headcounts to ensure the safety of all their students
- Help manage the crisis in order to limit chaos and confusion
- Complete any necessary paper work (witness statements, incident reports etc.)

During emergency drills students will:

- Follow all instructions given to them by their teacher or an administrator
- Act responsibly
- Be a team player

If an emergency occurs at the Dallas County J.J.A.E.P., parents will be notified in a timely manner and given information regarding the emergency.



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The following items will be considered contraband and shall be confiscated at any time:¶ ... [53]

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Transportation is provided by Dallas County Schools. Students are encouraged to utilize the school bus. However, students and parents should realize that riding the bus is a privilege and not a right. Students that do not follow the school bus rules are subject to having their riding privileges suspended for several days or indefinitely. Transportation is critical to the success of students attending school. Therefore, the following transportation options are utilized:

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- Parent/guardian drop off and pick up
- Public transportation (DART) with written parent permission
- Dallas County School buses

Students attending Dallas County J.J.A.E.P. are not allowed to drive to school. Parents that will drop off and pick up their child must have that information on the transportation list in the students file. If the parent would like to authorize any additional adults for pick up, they must be over the age of 18, be listed on the student's transportation list on file and show proper identification at pick up. Students will only be released to a parent/guardian or other authorized person who will be required to sign for the student upon pick-up. Students are not allowed to leave the campus at any time without first obtaining permission of a Dallas County J.J.A.E.P. staff.

Students are expected to follow the School Bus Rules:

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- Students may not gesture or yell out of the window of the bus
- Students must maintain a low voice volume and follow the directions of the driver at all times
- Students are prohibited from bringing contraband items on to the school bus
- Students may not drink, eat, or smoke on the bus
- Students must keep all hands, feet, legs, and head inside of the bus
- Students will not throw objects on the bus, or out the windows of the bus
- Students will remain seated on the bus at all times
- Students may not get off the bus except at their designated bus stop

Consequences of violating School Bus Rules:

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- All School Bus Violations are considered Major Infractions of the Student Code of Conduct and will result in an Unsuccessful Day
- Law violations occurring on the school bus will be referred to Law Enforcement
- Students will be suspended from riding the bus for not following the school bus rules. Suspensions may range from:
 - 1-3 Days
 - 3-10 Days
 - Indefinitely

Parents are responsible for ensuring their child arrives to school on time if their child has been suspended from riding the school bus. A written permission slip will be required for any student who takes public transportation (Dart Bus) to school.

- The earliest time to drop off a student at the school will be at 7:30 a.m.
- The latest time a parent can pick their child up from school is 5:00 p.m.

STUDENT RIGHTS

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The Dallas County J.J.A.E.P. Administrator and staff are committed to supporting and protecting each student's fundamental human, civil, constitutional and statutory rights. The following information describes those rights. If you have questions or trouble reading or understanding them, they will be explained in a language and terms you can understand. A copy will be available to you at any time and will be posted in the facility.

1. Enrollment and all services will be provided impartially. That is, free of discrimination by race, religion, sex, ethnicity, age, disability, sexual orientation, or source of financial support.
2. Your personal dignity will be recognized and respected at all times.
3. Information, records, and reports regarding your enrollment are confidential and may be viewed only by appropriate program staff. Unless required by law or the court, no one may have this information or see your records unless you or your parent/guardian gives permission in writing.
4. You will have all activities and procedures explained to you and your family.
5. Specific informed consent must be given for participation in research projects. Refusals will not compromise your access to program services.
6. Signed releases will be obtained regarding the present, future use, and disposition of products of special observation and audiovisual techniques, such as one-way mirrors, tape recorders, videotapes, movies, photographs, etc.
7. You may file a grievance or complaint in writing (see grievance procedure in handbook).
8. Your teacher or case manager will explain any special rules that may apply to your conduct.
9. You will be given a written statement of your rights.
10. You may be required to help with personal housekeeping without compensation. Any other work done for the program will be part of your individual plan, done voluntarily, with appropriate wages provided, and in compliance with local, state and federal laws and regulations.

STUDENT GRIEVANCE PROCEDURE

Each student has the opportunity to file a grievance. If you believe that you have been treated unfairly or inappropriately by a staff's decision, have been spoken to in a disrespectful manner, or have a complaint regarding programmatic issues, you may file a grievance. All students will be protected against any form of retaliation. The grievance procedure is as follows:

Obtain a copy of the grievance form from any staff member during break or lunch time only (a sample is attached).

Complete the form in as much detail as possible explaining what happened, when it happened, and any staff who may have been involved. **THIS IS TO BE DONE ON YOUR OWN TIME. DO NOT DO THIS DURING CLASS.**

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Be certain to complete the first half of the grievance form. This is your opportunity to describe what actions you believe would have been better.

Give the grievance form to the Behavior Specialist, or Case Manager assigned to your area. It may take up to 24 hours to discuss the situation with you, inform you of the other side of the conflict and make a decision on how to resolve the grievance.

If the conflict cannot be resolved between you and that staff person, you may appeal the decision by taking the form to the Dallas County JJAEP Administrator. The Dallas County JJAEP Administrator will return the form to you in 24 with a final decision. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian within two (2) school days of admission, and to the juvenile board or its designee.

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For students' convenience, a box marked "Grievance Procedure Forms" will be posted in the common dining area. Students will be allowed to write a Grievance and drop it in the Grievance box at any time that does not cause disruption to the daily routine.

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**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
STUDENT GRIEVANCE FORM**

Name: _____

Date: _____

Section I – To be completed by student:

GRIEVANCE (include date of incident, situations or programmatic issues and all persons involved):

OUTCOME YOU ARE SEEKING:

Student Signature: _____

Section II – To be completed by Dallas County J.J.A.E.P. Administrator Designee

Response:

Administrator's Decision (circle one):

See handbook Page _____	Valid complaint See me	Invalid complaint See me	Decision Stands
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Signature of Administrator: _____ Date: _____

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¶ The Prison Rape Elimination Act of 2003 (PREA) is a federal law that supports the elimination, reduction, and prevention of sexual abuse in adult and juvenile facilities as well as community correction programs.¶

¶ Pursuant to PREA, the National Standards to Prevent, Detect, and Respond to Prison Rape: Final Rule was posted to the Federal Register on June 20, 2012 and became law on August 20, 2012. ¶

¶ The Dallas County Juvenile Department and the Dallas County JJAEP mandate zero tolerance toward all forms of sexual abuse and sexual harassment. ¶

¶ In compliance with PREA and TJJD standards, the Dallas County JJAEP does not hire any new employees prior to performing a criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) and consulting the Texas Department of Family and Protective Services Central Child Abuse Registry. Further, current employees are also subject to criminal history checks through the FAST system.¶

¶ Students of the Dallas County JJAEP have the right to be free from abuse, neglect, and exploitation. This includes not being subjected to sexually abusive and/or harassing behavior from staff, volunteers, interns, and other students.¶

¶ Students can minimize their risk of becoming a victim of sexual abuse or harassment by:¶

<#>Avoiding isolated or secluded areas of the JJAEP¶

<#>Being aware of body language, dress, and behavior¶

<#>Avoid giving or accepting gifts or favors from staff, volunteers, or other students¶

<#>Reporting immediately all incidents of actual or attempted sexual contact and sexual conversations made by staff, volunteers, interns, or other students.¶

¶ If a student is sexually abused or sexually harassed by any staff, volunteer, intern, or student(s), he/she is encouraged to immediately report the incident so that the Dallas County JJAEP can ensure that stu[... [58]

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The J.J.A.E.P. has written policies and procedures regarding the Prison Rape Elimination Act (PREA) of 2003, including information on prevention and intervention; methods of minimizing risk of sexual abuse; reporting sexual abuse and assault; and treatment and counseling.¶

¶ The Prison Rape Elimination Act of 2003 (PREA) is a federal law that supports the elimination, r[... [57]

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STUDENT RECORDS & CONFIDENTIALITY

1. Each student enrolled has an individual educational record on file in the school office.
2. Parents have the right of access to the records. The parent and/or representative of the parent is permitted to inspect and review any educational records relating to their child without unnecessary delay, and in no case more than 30 days after the request has been made.
3. Parents have the right to receive a response from program staff due to a reasonable request to explain and interpret their child's record.
4. Parents have the right to request an amendment of records and the right to a hearing if program staff cannot agree to amend the records.
5. When a student is transferred to another school program, a transfer of records will occur.
6. Release of records to other agencies other than the School District and Juvenile Court will occur only by written consent of parents and guardians.
7. Destruction of records will occur in such a manner to assure that confidentiality has not been breached.

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ALTERNATIVE EDUCATION PROGRAM¶

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GRIEVANCE/COMPLAINT PROCEDURE¶

¶ The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a state mandated educational facility operated by the Dallas County Juvenile Board (DCJB). The DCJJAEP Administrator, Sheterric Malone, is responsible for the day-to-day operations of the DCJJAEP with the support and assistance of staff members from the Dallas County Juvenile Department (DCJD). Ms. Malone can be reached at 214.637.6136, extension 5508.¶

¶ Per the Texas Juvenile Justice Division Standards – 348.100, the DCJJAEP takes all allegations of exploitation, abuse, neglect and mistreatment of students very serious. The DCJJAEP Administrator investigates all allegations and documentation relating to serious incidents of misconduct involving students, parents, and staff members and also addresses concerns regarding programmatic issues.¶

¶ Documentation must be furnished to the Educational Services Unit of the Dallas County Juvenile Department within 24 hours of the incident or allegation or on the next available day that the school is open. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian and to the juvenile board or its designee.¶

¶ The purpose of the DCJJAEP Parent and Student Grievance/Complaint Procedure is to provide a process routing a grievance or complaint from a parent or student to the staff of the Dallas County Juvenile Department and shall ensure students are protected against retaliation in any form. All persons are encouraged to follow the grievance procedure. However, if you believe you have not found resolution to your grievance or complaints may file them directly to the following individuals of the Juvenile Department Administration:¶

Mr. Brian Francis¶

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DALLAS COUNTY J.J.A.E.P. CONTACT LIST

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<u>Office #</u>	<u>Name / Position</u>	<u>Main Phone #: 214-637-6136 plus ext.</u>
208	<u>DCJ J.A.E.P. Administrator :</u>	5508
204		5504
131	<u>Counselor Registrar :</u> Angie Crear	5505
214	<u>Case Manager/PO:</u> Derrick Daniels	5514
216	<u>Case Manager :</u> Kim Foster	5516
215	<u>Case Manager/PO:</u> Joe Arrington	5525
131	<u>Data Entry: (Billing / Attendance)</u> Jennifer Paige	5502
206	<u>Deputy Director of Education Services</u> Karen Ramos	5506
Lobby	<u>Clerk I / Front Desk :</u> Rebecca Perez	5501
218	<u>Behavior Specialist :</u> Anthony Grant	5518

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DALLAS COUNTY J.J.A.E.P. STUDENT CODE OF CONDUCT STUDENT AND PARENT ACKNOWLEDGEMENT

- I understand that it is my responsibility to know, understand and follow ALL rules, procedures, schedules and directives of the Dallas County J.J.A.E.P.
- I understand that it is my responsibility to respect all other students, staff and myself. I will not discriminate against others; use lewd or offensive language or participate in behavior which would imply prejudice or discrimination. I understand that if I violate this, disciplinary action will be taken against me. (Student/Parent)
- I understand it is my responsibility to request medical treatment if needed. (Student)
- I understand it is my responsibility to sign a medication consent form prior to Dallas County J.J.A.E.P. accepting any medication. (Parent)
- I understand that it is my responsibility not to bring, pass or exchange prohibited items on the Dallas County J.J.A.E.P. campus. (Student)
- I understand that it is my responsibility to maintain my uniform and personal hygiene in a neat, clean and odor free condition daily. (Student/ Parent)
- I understand that it is my responsibility to notify Dallas County J.J.A.E.P. of any changes in my contact address, phone numbers and authorization of persons for student pick up. (Parent)
- I understand that it is my responsibility to follow the grievance procedures in the Student Code of Conduct in making a complaint on a student, teacher or officer. (Student/ Parent)
- I understand that Dallas County J.J.A.E.P. will not be responsible for any lost, damaged or stolen property that was brought on campus without permission. (Student/ Parent)
- I understand that students are prohibited to leave the school without permission and have to be under supervision at all times and that if they found unsupervised on the Dallas County J.J.A.E.P. premises, it will be considered trespassing. (Student/ Parent)
- I understand that it is my responsibility to attend, participate in all classes and classroom activity. (Student)
- I understand that it is my responsibility to report grades to my parent/ guardian and return behavior sheet and incident reports the following day. (Student)
- I understand that it is my responsibility to sign my child's behavior log sheet and monitor their grades and attendance. (Parent)

I hereby certify that I have received a copy of the Dallas County J.J.A.E.P. 2015-2016 Student Handbook / Code of Conduct and its contents have been explained to me.

Student Signature _____

Date _____

Parent/Legal Guardian/Custodian _____

Date _____

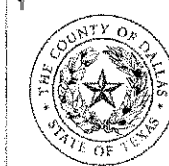
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**Dallas County Juvenile Justice Alternative Education Program
Authorization for Persons to Transport or Pick Up Student**

I, _____ give permission for

 (Parent/guardian)

_____ (_____) _____
 (Name) (Phone Number) (Relationship)

_____ (_____) _____
 (Name) (Phone Number) (Relationship)

_____ (_____) _____
 (Name) (Phone Number) (Relationship)

.....to pick up my child in the event that I am not able to do so, I will call in advance to
 notify the Dallas County J.J.A.E.P. staff of this sudden change in event.**

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Purpose of the Student Code of Conduct.....	3
General School Information.....	4-8
Contact Information	
Attendance Requirements	
Automobiles	
Assessments	
Medications	
Searches	
School Property	
Computer Resources/Usage	
Inclement Weather/School Closing	
Discipline and Sanctions.....	9-12
Definitions	
Standards for Student Conduct	
Law Violations	
Prohibited Behaviors (Major and Minor)	
Consequences	
Prohibited Sanctions	
Restitution	
Successful and Unsuccessful Days	
Level System	
Physical Restraint Policy.....	13
Dress Code and Grooming.....	14-15
Contraband and Personal Items.....	16
School Safety.....	17
Right to Search	
Emergency Response	
Transportation.....	18
Bus Rules	

Student Records & Confidentiality

Student Code of Conduct Acknowledgement.....23-24

Authorization for Persons to Transport Student.....27

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The hours of operation for the DCJJAEPJ.J.A.E.P. are: 8:30:45 A.M. to 4:30 00 P.M. – Monday though Friday.

CLASS SCHEDULE	
Search/Homeroom/Breakfast	8:00A.M. – 8:40A.M.
1 st Period	8:45A.M – 10:10A.M.
Bathroom Breaks	10:10A.M. – 10:20A.M.
2 nd Period	10:20A.M. – 11:45A.M.
3 rd Period (A Lunch)	11:45A.M. – 12:10P.M.
(B Lunch)	12:10P.M. – 12:35P.M.
Bathroom Breaks	12:35P.M. – 12:45P.M.

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Automobiles

Students entering the DCJJAEPJ.J.A.E.P. are not allowed to drive to school. Parents that will drop off and picking up their child must have that information on the transportation list. Any additional adults that the parents would like to list over the age of 18 must be listed on the sheet specified and on file. Students will only be released to a parent/guardian or other authorized person who will be required to sign for the student upon pick-up. **Students are not allowed to leave the campus at any time without first obtaining permission of a DCJJAEPJ.J.A.E.P. staff.**

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Maintained in a secured setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time;
The J.J.A.E.P. staff shall be prohibited from releasing copies of the test and
The J.J.A.E.P. staff is prohibited from teaching the specific questions on the test;
The students shall be monitored at all times during test/assessment administration.

Medications

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Students who require the administration of medications (prescription) are subject to the following guidelines:

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All medications must be delivered to the DCJJAEPJ.J.A.E.P. by the parent/guardian; A "Request to Dispense Medication" form signed by the parent/guardian must be on file prior to medication being administered by Parkland Hospital; All medication must be in its original container and properly labeled; All unused medication must be returned to the parent/guardian by a DCJJAEPJ.J.A.E.P. staff only; and		
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No student shall be in possession of medication (prescription or over-the-counter), belonging to the student or someone else, at any time.		
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Sleeping in classes / Repeated failure to participate in class
Cursing / Disrupting class
Dress code violations
Tardiness
Cheating

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How Successful Days are calculated:

Successful Days are calculated using the total number of days a student is in attendance for a six weeks period. Unsuccessful days are subtracted from the total number of attendance days. This gives the student his/her total number of Successful Days in the program. Most youth are referred to the DCJJAEPJ.J.A.E.P. for a specified number of days and will exit the program having completed a required number of Successful Days.

Successful Days – A student will earn a Successful Day for each day he/she is in attendance and is earnestly complying with the Student Code of Conduct

Unsuccessful Days – A day when a student is not in attendance or has violated the Student Code of Conduct as detailed in this section

1 Major rule infraction = 1 Unsuccessful Day

3 Minor rule infractions with documented interventions = 1 Unsuccessful Day

Student may be given the opportunity to earn back unsuccessful days as they progress in the program and show significant improvement in their behavior.

Documentation and Notification of Successful Days:

DCJJAEPJ.J.A.E.P. Case Managers will monitor and be responsible for recording students Successful Days

DCJJAEPJ.J.A.E.P. will report the progress/regress of a studentsstudent's Successful Days to each school district twice during a six weeks grading period:

during 3 week progress reports,

at the end of each six weeks – prior to a studentsstudent's tentative exit date)

Parents will receive a progress / regress report of their child's Successful Days status twice during a six weeks grading period:

during 3 week progress reports

at the end of each six weeks prior to their child's tentative exit date

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To protect the safety of other students
To protect staff, visitors, etc. from harm

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CONTRABAND & PERSONAL ITEMS

The following items will be considered contraband and shall be confiscated at any time:

- Purses, wallets, or backpacks
- Food, drinks, candy, or gum
- Baseball hats (all kinds)
- Any and all jewelry(except for a wristwatch)
 - necklaces (including rosary necklace)
 - bracelets (including handmade bracelets)
 - earrings/piercings (including body and face, including tongue)

Sunglasses, non-prescribed contact lenses (colored contact lenses—non-prescribed)
Hair nets, stocking caps, wave caps,
Make-up, lip gloss, lip stick, body glitter, hair gel
Carmex, Chap-Stick, etc.
Combs or brushes of any kind
Prescription, over-the-counter drugs, or illegal drugs
Lighters, matches, cigarettes, or tobacco products
Binders and/or folders
Drugs and/or drug paraphernalia
Gambling paraphernalia

This list is not inclusive of all items that will be considered as contraband. Items that are not considered **required school supplies** or not part of the uniform will be confiscated. All such items will be confiscated. Illegal items will be turned over to law enforcement. Property that has been confiscated will be returned on the **last day of the student's expulsion**. **The parent may not call and have that property released to the child, nor can they come and sign to get it out.** Certain items will be disposed of e.g. cigarette lighters, lip stick, etc. **NO EXCEPTIONS**

DCJJAEPJ.J.A.E.P. IS NOT RESPONSIBLE FOR LOST OR CONFISCATED ITEMS.

SCHOOL SAFETY / EMERGENCY SITUATIONS

The safety of our students, staff and visitors is of utmost importance. The Dallas County DCJJAEP J.J.A.E.P. reserves the right to search students at any time. All students will be subject to a pat down search as well as search by a metal detector. In addition to pat-down and metal metal detector searchers, all students are subject to search by a Dallas County Sheriff Department K-9.

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For more information regarding the DCJJAEP Emergency Response Plan, please direct your questions to the DCJJAEP Administrator.

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TRANSPORTATION

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The J.J.A.E.P. has written policies and procedures regarding the Prison Rape Elimination Act (PREA) of 2003, including information on prevention and intervention; methods of minimizing risk of sexual abuse; reporting sexual abuse and assault; and treatment and counseling.

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that supports the elimination, reduction, and prevention of sexual abuse in adult and juvenile facilities as well as community correction programs.

Pursuant to PREA, the National Standards to Prevent, Detect, and Respond to Prison Rape: Final Rule was posted to the Federal Register on June 20, 2012 and became law on August 20, 2012.

The Dallas County Juvenile Department and the Dallas County JJAEP mandate zero tolerance toward all forms of sexual abuse and sexual harassment.

In compliance with PREA and TJJD standards, the Dallas County JJAEP does not hire any new employees prior to performing a criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) and consulting the Texas Department of Family and Protective Services Central Child Abuse Registry. Further, current employees are also subject to criminal history checks through the FAST system.

Students of the Dallas County JJAEP have the right to be free from abuse, neglect, and exploitation. This

Being aware of body language, dress, and behavior
Avoid giving or accepting gifts or favors from staff, volunteers, or other students
Reporting immediately all incidents of actual or attempted sexual contact and sexual conversations made by staff, volunteers, interns, or other students.

If a student is sexually abused or sexually harassed by any staff, volunteer, intern, or student(s), he/she is encouraged to immediately report the incident so that the Dallas County JJAEP can ensure that student's safety and the safety of other students. All reports of sexual abuse or harassment will be taken seriously by the Dallas County JJAEP.

Students have the right to confidentially report sexual abuse or sexual harassment to a Dallas County JJAEP staff member, volunteer, intern, or their assigned juvenile probation officer.

Students may also confidentially report sexual abuse or sexual harassment without fear of reprisal or retaliation directly to the Texas Juvenile Justice Department at **1-877-STOP ANE (1-877-786-7263)**. Any report of sexual abuse or sexual harassment alleged to have occurred within the Dallas County JJAEP will be investigated to the fullest extent by the JJAEP Administrator or designee and will be reported to the Dallas County Sheriff's Department for a possible criminal investigation and prosecution.

If a student is sexually abused, he/she may contact the **Parkland Hospital Victim Intervention Program/Rape Crisis Support Center** as an outside victim advocate for emotional support services related to the sexual abuse at **(214) 590-2926** or the **24-hour hotline at (214) 590-0430**.

Students at the Dallas County JJAEP may also have access to counseling services through the Dallas County Juvenile Department's Psychology Division.

The J.J.A.E.P. has written policies and procedures regarding the Prison Rape Elimination Act (PREA) of 2003, including information on prevention and intervention; methods of minimizing risk of sexual abuse; reporting sexual abuse and assault; and treatment and counseling.

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Students of the Dallas County JJAEP have the right to be free from abuse, neglect, and exploitation. This includes not being subjected to sexually abusive and/or harassing behavior from staff, volunteers, interns, and other students.

Students can minimize their risk of becoming a victim of sexual abuse or harassment by:

- Avoiding isolated or secluded areas of the JJAEP
- Being aware of body language, dress, and behavior
- Avoid giving or accepting gifts or favors from staff, volunteers, or other students
- Reporting immediately all incidents of actual or attempted sexual contact and sexual conversations made by staff, volunteers, interns, or other students.

If a student is sexually abused or sexually harassed by any staff, volunteer, intern, or student(s), he/she is encouraged to immediately report the incident so that the Dallas County JJAEP can ensure that student's safety and the safety of other students. All reports of sexual abuse or harassment will be taken seriously by the Dallas County JJAEP.

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PARENT AND STUDENT GRIEVANCE/COMPLAINT PROCEDURE

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a state mandated educational facility operated by the Dallas County Juvenile Board (DCJB). The DCJJAEP Administrator, Sheterric Malone, is responsible for the day-to-day operations of the DCJJAEP with the support and assistance of staff members from the Dallas County Juvenile Department (DCJD). Ms. Malone can be reached at 214.637.6136, extension 5508.

Per the Texas Juvenile Justice Division Standards – 348.100, the DCJJAEP takes all allegations of exploitation, abuse, neglect and mistreatment of students very serious. The DCJJAEP Administrator investigates all allegations and documentation relating to serious incidents of misconduct involving students, parents, and staff members and also addresses concerns regarding programmatic issues.

Documentation must be furnished to the Educational Services Unit of the Dallas County Juvenile Department within 24 hours of the incident or allegation or on the next available day that the school is open. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian and to the juvenile board or its designee.

The purpose of the DCJJAEP Parent and Student Grievance/Complaint Procedure is to provide a process routing a grievance or complaint from a parent or student to the staff of the Dallas County Juvenile Department and shall ensure students are protected against retaliation in any form. All persons are encouraged to follow the grievance procedure. However, if you believe you have not found resolution to your grievance or complaints may file them directly to the following individuals of the Juvenile Department Administration:

Mr. Brian Francis
Instructional Manager
Dallas County Juvenile Department
1673 Terre Colony Court
Dallas, Texas 75212
214.637-6136

I have read and understand the Parent and Student Grievance/Complaint Procedure for the Dallas County Juvenile Justice Alternative Education Program. I have received information including the name, address, and telephone number of a person to contact at the Dallas County Juvenile Department if the need arises.

Student

Date

Parent

Date

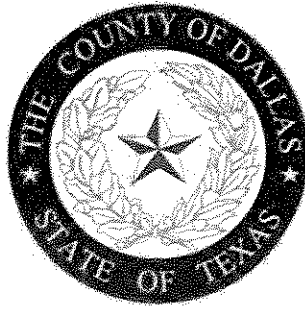


STUDENT CODE OF CONDUCTACKNOWLEDGEMENT

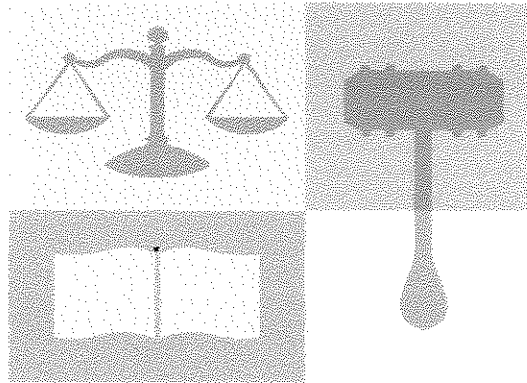
Student and Parent Acknowledgement:

In order to be successful at the DCJJAEP, a student must:

and Parent Final Acknowledgment



DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM



2015 – 2016 STUDENT CODE OF CONDUCT HANDBOOK

**1673 Terre Colony Ct.
Dallas, Texas 75212
214-637-6136 Main
214-637-6130 Fax**

School Hours: 7:45A.M. – 4:00P.M. Monday – Friday

TABLE OF CONTENTS

Mission Statements	Page 3
Welcome	Page 4
Purpose of the Student Code of Conduct	Page 5
General School Information	Pages 6 - 7
Class Schedule	Page 6
Inclement Weather/School Closing	Page 7
Assessments Reliability/Safeguards	Page 8
Attendance	Pages 8 - 9
How Successful Days are Calculated	Pages 9 - 10
Medications	Pages 10 - 11
Searches	Page 11
Contraband and Personal Items	Page 12
School Property	Pages 12 - 13
Sexual Harassment/Sexual Abuse/PREA	Pages 13 - 14
Computer Resources/Usage	Page 14
Discipline and Sanctions	Pages 14 - 18
Prohibited Sanctions	Page 17 - 18
Physical Restraint Policy	Pages 18 - 19
Dress Code and Grooming	Pages 19 - 20
School Safety and Emergency Situations	Pages 20 - 21
Transportation	Pages 21 - 22
Student Rights	Pages 22 - 23
Student Grievance Procedure	Pages 23 - 24
Student Grievance Procedure Form	Pages 25
Student Records and Confidentiality	Page 26
Contact Information	Page 27
Acknowledgement Form	Page 28
Transportation Authorization Form	Page 29

MISSION STATEMENTS

DALLAS COUNTY JUVENILE DEPARTMENT

“TO ASSIST REFERRED YOUTH IN BECOMING PRODUCTIVE, LAW ABIDING CITIZENS, WHILE PROMOTING PUBLIC SAFETY AND VICTIM RESTORATION.”

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

“ENABLE STUDENTS TO PERFORM AT GRADE LEVEL BY PROVIDING APPROPRIATE CURRICULUM AND BEHAVIORAL INSTRUCTION WHICH WILL INCREASE ACADEMIC PERFORMANCE AND PROMOTE THEIR SUCCESS.”

WELCOME!

Dear Parents/Guardians & Students,

We are pleased at the opportunity to serve you and your child at the Dallas County Juvenile Justice Alternative Education Program (Dallas County J.J.A.E.P.). This unique program was designed to help students who have experienced some difficulties in their home school. Our goal is to help students improve on their behavior and in their academics.

By the time students are ready to exit the program and return to their home school, they will have learned:

- Valuable social and life skills
- Ways to improve personal behavior
- Study habits for academic success
- How to think positively and be more responsible, even in difficult times and situations

The Dallas County J.J.A.E.P. has three parts. First, we look at a student's academic skills. Students may be behind in some schoolwork, so we will work on helping them build their basic skills. Building basic skills gives students a stronger foundation for learning. Many students are on track academically, so we will help them focus on earning credits toward high school graduation, or passing courses for grade promotion.

The second part of the program deals with a student's social, emotional and behavioral abilities. Our program centers on a structured, positive setting. Students who have had a difficult time complying with their home school behavior rules and Student Code of Conduct will be given every opportunity to improve on their behavior by attending Social and Behavior Life Skills Development classes.

The third and final component is our customer service commitment to our parents, visitors, and to our school representatives. We value each of you and will strive to provide the highest quality customer service. Providing customer service helps promote our goal of returning successful students back to their home schools. By communicating with parents on a regular basis, we can help their child learn to deal with difficulties in a variety of positive ways.

The next several pages will be important for each student and parent to know and understand. We ask that parents spend time reading over the Student Code of Conduct with their child. The more informed parents are about our school, the more we will be able to help them and provide the highest quality customer service they deserve.

Thank you,

Daniel Guillory
Assistant Campus Administrator

PURPOSE OF THE STUDENT CODE OF CONDUCT

The Student Code of Conduct that follows is the Dallas County Juvenile Justice Alternative Education Program ("Dallas County J.J.A.E.P.") response to the requirements of Chapter 37 of the Texas Education Code and Chapter 348 of the Texas Juvenile Justice Department standards for juveniles expelled from their home schools. The Dallas County Juvenile Justice Alternative Education Program, with the approval of the Juvenile Board of Dallas County, has adopted this Student Code of Conduct. It provides information to parents and students on the Dallas County J.J.A.E.P. behavior management system in regards to expectations for behavior, attendance and academics as well as procedures for administering discipline.

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

GENERAL SCHOOL INFORMATION

The Dallas County J.J.A.E.P. serves students who have been expelled from their home school district or who have been placed in the program by a juvenile court judge. The length of enrollment depends upon the sending school district & the type of referral.

Dallas County Juvenile Justice Alternative Education Program is located at:

1673 Terre Colony Court

Dallas, Texas 75212

Phone: 214-637-6136

Fax: 214-637-6130

The hours of operation for the Dallas County J.J.A.E.P. are: 7:45 A.M. to 4:00 P.M., Monday through Friday.

CLASS SCHEDULE	
Search/Homeroom/Breakfast	8:00A.M. – 8:40A.M.
1 st Period	8:45A.M – 10:10A.M.
Bathroom Breaks	10:10A.M. – 10:20A.M.
2 nd Period	10:20A.M. – 11:45A.M.
3 rd Period (A Lunch)	11:45A.M. – 12:10P.M.
(B Lunch)	12:10P.M. – 12:35P.M.
Bathroom Breaks	12:35P.M. – 12:45P.M.
4 th Period	12:45P.M. – 2:10P.M.
5 th Period	2:10P.M. – 3:35P.M.
Student release	3:35P.M. – 4:00P.M.

Grades 4-12 attend the Dallas County J.J.A.E.P. Texas Juvenile Justice Department 348.110 require that courses in English / Language Arts, Math, Social Studies, Science, and self-discipline including drug awareness, anger management or cognitive skills are taught in all grade levels. Teaching the basic four (4) core courses provide students the opportunity to strengthen their educational foundation while in the program. Students can earn credits toward high school graduation or pass courses for grade promotion. Physical Education and Social Life Skills courses are taught as non-credited courses. Social Life Skills course teaches students valuable lessons on behavior modification, dealing with life experiences, employment related topics, money matters, health/hygiene, drugs/alcohol, dating and relationships. While in the program, each student is assigned a Case Worker who will assist him/her in counseling, educational goals etc. In addition to the basic curriculum, students have an opportunity to participate in

supervised academic outings, special program functions that celebrate the cultural diversity of students and staff, become a peer tutor or an office aid to administrative staff.

If a student is experiencing learning difficulties, the parent may contact the person listed below to learn about Dallas County J.J.A.E.P.'s overall general education referral or screening system for support services. This system links students to a variety of support options, including referral for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of school to meet the needs of all struggling students. At any time, a parent is entitled to request an evaluation for special education services. Within a reasonable amount of time, the school must decide if the evaluation is needed. If the evaluation is needed, the parent will be notified and asked to provide informed written consent for the evaluation. Dallas County J.J.A.E.P. must complete the evaluation and the report within 60 calendar days of the date the school receives the written consent. The school must give a copy of the evaluation report to the parent and the students home school district. If the school determines that the evaluation is not needed, the parent will be provided written notice that explains why the student will not be evaluated. This written notice will include a statement that informs the parents of their rights. The school is required to give parents that have a student that is evaluation for special education services the *Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities*. Additional information regarding the IDEA is available in a companion document *A Guide to the Admission, Review, and Dismissal Process*.

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

- Texas Project First
- Partners Resource Network

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services is:

Contact Person: Kathy Beasley
Phone Number: 214-689-5501

INCLEMENT WEATHER/SCHOOL CLOSING INFORMATION

The Dallas County J.J.A.E.P. will follow the Dallas County office closings and delays in the case of inclement weather conditions or other emergency reasons. If during school hours, the Dallas County J.J.A.E.P. staff will notify parents/guardians if an early release is deemed necessary. If after school hours, students and parents/guardians should check any one of the following medial sources to determine if Dallas County offices will be closed or starting late:

- Radio: KRLD 1080 AM, WBAP 820 AM, KVIL 103.7/107.5 FM
- TV: KDFW Channel 4, WFAA Channel 8, KXAS Channel 5

ASSESSMENTS RELIABILITY/SAFEGUARDS

All assessments and other tests will be administered by Dallas County J.J.A.E.P. staff following all protocols as directed by the assessment instructions. The Dallas County J.J.A.E.P. will ensure that the on-site assessment process test scores have not been tainted.

All tests will be:

- (a) Maintained in a secured setting (e.g., a locked file cabinet) so that staff and students do not have access to the instrument except while the test is being administered during the actual testing time;
- (b) The Dallas County J.J.A.E.P. staff shall be prohibited from releasing copies of the test and
- (c) The Dallas County J.J.A.E.P. staff is prohibited from teaching the specific questions on the test;
- (d) The students shall be monitored at all times during test/assessment administration.

ATTENDANCE

Attendance Requirements

Texas Education Code § 25.085(a) and the Texas Juvenile Justice Department standards 348.114, requires that a child attend school each day for the entire period that a school's program of instruction is provided. Attendance is compulsory for a child at least six years of age, or who is younger than six and has been previously enrolled in first grade, and who has not yet reached age 18. The Education and Family Codes contain "truancy" laws to enforce this compulsory attendance requirement.

Regular school attendance is essential for the student to make the most of his/her education and successfully complete the program. Students are required to attend school on a daily basis. It is the responsibility of the parent/guardian to assist the student in arriving to school on time each day, arranging for timely pick-up each day, and communicating with the Dallas County J.J.A.E.P. staff regarding absences and tardies. Attendance will be taken each day and reported to the appropriate school districts and probation offices (if applicable). **Students in attendance less than four (4) academic hours will be counted absent.**

School begins at 8:45A.M. and ends at 3:35P.M. Early drop off for students begins at 7:45A.M. and parent pick-up begins at 3:35P.M. (Students will not be released before 3:35P.M. without an acceptable excuse). Bus routes will be called at 3:35P.M. (Students who ride DART transportation will be dismissed by 4:00P.M.).

Students may be excused for temporary absence for the following reasons:

- Documented health appointment;
- Documented court proceeding;
- Death in immediate family
- Established religious holy days; or
- Any other reasons determined acceptable by the Dallas County J.J.A.E.P. Administrator.

Absence notes must be submitted to the attendance office no later than three (3) days after a student returns from an absence. Failure to submit an absence note within three (3) days will result in the absence(s) being recorded as unexcused.

The student's attendance is reported to all home school districts. Dallas County J.J.A.E.P. will send notices of truancy to the student's home school district after the student is absent from school two (2) consecutive days. Parents/guardians will be contacted each time their child is absent from school. For students on juvenile probation: Probation Officers will receive a monthly attendance report.

Truant students will be referred to the home school district for legal action through the appropriate court system. Parents can be fined for their child's truancy and referred to court. Students run the risk of failing and being held back for excessive absenteeism and/or truancy. Continued absenteeism may result in an extension of scheduled time at the Dallas County J.J.A.E.P.. **According to Texas Education Code Section 25.092, "a student may not be given credit for a class unless the student is in attendance for at least 90% of the days the class is offered."** We encourage parents to monitor their child's school attendance and to call the school's attendance office if they have any questions about their child's attendance.

HOW SUCCESSFUL DAYS ARE CALCULATED

Successful Days are calculated using the total number of days a student is in attendance for a six weeks period. Unsuccessful days are subtracted from the total number of attendance days. This gives the student his/her total number of Successful Days in the program. Most students are referred to the Dallas County J.J.A.E.P. for a specified number of days and will exit the program having completed a required number of Successful Days.

- Successful Days – A student will earn a Successful Day for each day he/she is in attendance and is earnestly complying with the Student Code of Conduct
- Unsuccessful Days – A day when a student is not in attendance or has violated the Student Code of Conduct as detailed in this section
- One (1) Major rule infraction = One (1) Unsuccessful Day
- Three (3) Minor rule infractions with documented interventions = One (1) Unsuccessful Day
- Student may be given the opportunity to earn back unsuccessful days as they progress in the program and show significant improvement in their behavior.
- Dallas County J.J.A.E.P. Case Managers will monitor and be responsible for recording students Successful Days.
- Dallas County J.J.A.E.P. will report the progress/regress of a student's Successful Days to each school district twice during a six weeks grading period:
 - during three (3) week progress reports,
 - at the end of each six weeks – (prior to a student's tentative exit date)

- Parents will receive a progress / regress report of their child's Successful Days status twice during a six weeks grading period:
 - during three (3) week progress reports
 - at the end of each six weeks prior to their child's tentative exit date

MEDICATIONS

Medication and special equipment needed for health-care procedures will be provided and brought to school by the student's parent. Students may not carry medication or administer it to themselves except for physician-diagnosed asthmatics who self-administer inhaled emergency medications; diabetics who possess and carry supplies or equipment necessary to monitor and care for their diabetes; or students with the potential for anaphylaxis, who may self-administer emergency medications while on school premises or at a school-related event or activity. The parent must sign a medication consent request/ form for any medication administered.

In the absence of a medical staff, a designated Dallas County J.J.A.E.P. staff, including but not limited to the Behavior Specialist, Campus Administrator and/or District Office designee per the Deputy Director of Educational Services will accept medication and have the authority to have the parent, guardian, and/or custodian of a Dallas County J.J.A.E.P. student to sign the medication consent form in its entirety before leaving any medication. Designated staff will not accept medication that is not properly labeled, nor will they accept OTC (over the counter) medication.

1. Prescribed medication will be administered during the school day when medication schedules cannot be adjusted to allow the medication to be given before or after school.
2. The principal will provide locked storage space where all medication and special equipment may be maintained apart from other clinic/office supplies and where students and unauthorized school personnel may not have access to the same.
3. Each student's medication will have an affixed prescription label that includes the student's name, the drug name, directions for dosage, and schedule for administering it. The name and address of the pharmacy, name of prescribing practitioner, and date the prescription is dispensed will all be included on the label. Special equipment items will also be identified by student name, and all such items will be restricted to use of the owner only.
4. The school nurse will give the initial dose of the prescribed medication and special health-care procedures. The nurse will explain to the principal or designated building administrator, the student, and the student's teacher(s) the anticipated outcomes of the treatment, including all possible adverse side effects of the medications/procedures and recommended action to be taken.
5. When the duration of a medication/special procedure is complete (or 12 months after prescribed), parents will be advised to pick up any unused portions of the medication or equipment. These items may be destroyed only with the parent's permission. Unclaimed medications may be disposed of according to District-recommended waste disposal. Discarded medication may not be thrown in trash containers, poured down a sink, or flushed down a toilet. Medications will not be returned to the student.
6. All medication and special health-care prescriptions will be reviewed yearly (12 months from initial request) with renewed, written permission for treatment to be obtained from both the physician and the parent.

Note: Parents/guardians will also have to complete the medication consent form prior to the Dallas County J.J.A.E.P. accepting medication.

SEARCHES

The safety of our students, staff and visitors is of utmost importance. The Dallas County J.J.A.E.P. reserves the right to search students at any time. All students entering the Dallas County J.J.A.E.P. shall be searched. This will include a pat-down and a metal detector screening before entering the classroom each day. Any contraband or prohibited items will be confiscated at this time. **Strip searches are prohibited by all Dallas County J.J.A.E.P. staff.**

Students are subject to be searched under the following conditions:

- Upon arrival and prior to entering the classroom each day;
- Upon exiting and re-entering the facility for any reason; and
- Any time there is reasonable suspicion that contraband is being concealed.

The Dallas County J.J.A.E.P. may utilize specially trained dogs to sniff out and alert officials to the current presence of concealed prohibited items (drugs, alcohol and weapons). The visits will be unannounced and will include a search of vacant classrooms and vacant common areas. If a dog alerts to a specific location, the area is subject to search by Dallas County J.J.A.E.P. staff and/or law enforcement. If a student is found to be in possession of any type of illegal substance or weapon, a referral to law enforcement will be made.

The presence of weapons or chemical agents as defined by 46.01 of the Texas Penal Code is strictly prohibited at Dallas County J.J.A.E.P. including any sponsored events.

CONTRABAND & PERSONAL ITEMS

The following items will be considered contraband and shall be confiscated at any time:

- Purses, wallets, or backpacks
- Food, drinks, candy, or gum
- Baseball hats (**all kinds**)
- Any and all jewelry(except for a wristwatch)
 - **necklaces (including rosary necklace)**
 - **bracelets (including handmade bracelets)**
 - **earrings/piercings (including body and face, including tongue)**
- No more than \$3.00
- Shoe laces that are not white or black and over-sized
- Electronic devices (except probation monitoring devices)
 - Including all cell phones/cameras, Tablets, iPad/iPod/MP Players, or hand-held games of any sort
- Jackets with offensive, or gang affiliated logos
- Sunglasses, non- prescribed contact lenses (colored contact lenses—non-prescribed)
- Hair nets, stocking caps, wave caps,
- Make-up, lip gloss including Carmex or Chap Stick, etc., lip stick, body glitter, hair gel
- Combs or brushes of any kind
- Prescription, over-the-counter drugs, or illegal drugs
- Lighters, matches, cigarettes, or tobacco products
- Binders and/or folders
- Drugs and/or drug paraphernalia
- Gambling paraphernalia

This list is not inclusive of all items that will be considered as contraband. Items that are not considered **required school supplies** or not part of the uniform will be confiscated. All such items will be confiscated. Illegal items will be turned over to law enforcement. Property that has been confiscated will be returned on the **last day of the student's expulsion**. **The parent may not call and have that property released to the child, nor can they come and sign out the confiscated property.** Certain items will be disposed of e.g. cigarette lighters, lip stick, etc. **NO EXCEPTIONS**

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND ITS STAFF ARE NOT RESPONSIBLE FOR LOST OR CONFISCATED ITEMS**

SCHOOL PROPERTY

Students are expected to help maintain the building, facilities, and all school/county property. School supplies should not be damaged, used for personal intent, or be taken for the classroom without permission. Students are to refrain from damage, destruction or misuse of any school/county property, including such items as desks, computers, books, etc. Any damage to or misuse (including personal use) of school/county property by a student will result in disciplinary

action, including referral to law enforcement if applicable, as set forth in the student code of conduct.

SEXUAL HARASSMENT/SEXUAL ABUSE/PREA

Students must not engage in unwanted and unwelcome verbal and/or physical conduct of a sexual nature directed toward another student or Dallas County J.J.A.E.P. staff. This prohibition applies whether the conduct is by word, gesture, or any other conduct, including requests for sexual favors. All students are expected to treat other students and Dallas County J.J.A.E.P. staff with courtesy and respect; to avoid any behavior known to be offensive; and to stop these behaviors when asked or told to do so. Allegations of sexual harassment or misconduct will be investigated by Dallas County J.J.A.E.P. staff and reported to law enforcement agencies as necessary.

The Dallas County Juvenile Justice Alternative Education Program has written policies and procedures regarding the Prison Rape Elimination Act (PREA) of 2003, including information on prevention and intervention; methods of minimizing risk of sexual abuse; reporting sexual abuse and assault; and treatment and counseling.

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The Dallas County Juvenile Department and the Dallas County J.J.A.E.P. mandate zero tolerance toward all forms of sexual abuse and sexual harassment.

In compliance with PREA and TJJD standards, the Dallas County J.J.A.E.P. does not hire any new employees prior to performing a criminal history search through the Texas Department of Public Safety (DPS) Fingerprint Applicant Services of Texas (FAST) and consulting the Texas Department of Family and Protective Services Central Child Abuse Registry. Further, current employees are also subject to criminal history checks through the FAST system.

Students of the Dallas County J.J.A.E.P. have the right to be free from abuse, neglect, and exploitation. This includes not being subjected to sexually abusive and/or harassing behavior from staff, volunteers, interns, and other students.

Students can minimize their risk of becoming a victim of sexual abuse or harassment by:

- Avoiding isolated or secluded areas of the JJAEP
- Being aware of body language, dress, and behavior
- Avoid giving or accepting gifts or favors from staff, volunteers, or other students
- Reporting immediately all incidents of actual or attempted sexual contact and sexual conversations made by staff, volunteers, interns, or other students.

If a student is sexually abused or sexually harassed by any staff, volunteer, intern, or student(s), he/she is encouraged to immediately report the incident so that the Dallas County J.J.A.E.P. can ensure that student's safety and the safety of other students. All reports of sexual abuse or harassment will be taken seriously by the Dallas County J.J.A.E.P.

Students have the right to confidentially report sexual abuse or sexual harassment to a Dallas County J.J.A.E.P. staff member, volunteer, intern, or their assigned juvenile probation officer.

Students may also confidentially report sexual abuse or sexual harassment without fear of reprisal or retaliation directly to the Texas Juvenile Justice Department at **1-877-STOP ANE (1-877-786-7263)**. Any report of sexual abuse or sexual harassment alleged to have occurred within the Dallas County J.J.A.E.P. will be investigated to the fullest extent by the Dallas County J.J.A.E.P. Administrator or designee and will be reported to the Dallas County Sheriff's Department for a possible criminal investigation and prosecution.

If a student is sexually abused, he/she may contact the **Parkland Hospital Victim Intervention Program/Rape Crisis Support Center** as an outside victim advocate for emotional support services related to the sexual abuse at **(214) 590-2926** or the **24-hour hotline at (214) 590-0430**.

Students at the Dallas County J.J.A.E.P. may also have access to counseling services through the Dallas County Juvenile Department's Psychology Division.

COMPUTER RESOURCE/USAGE

Dallas County J.J.A.E.P. has invested in computer technology to broaden instruction and to prepare students for an increasingly computerized society. Computers are provided for the students to use for educational purposes only. Use of these resources is restricted to students working under a teacher's supervision. **Misuse/Unauthorized and destructive behavior will result in disciplinary action and termination of privileges.** Misuse/Unauthorized use of the computers includes, but is not limited to:

- Accessing, or attempting to access, the Internet;
- Communicating electronically through e-mail, chat rooms, instant messaging, or any other forms of direct electronic communications;
- Downloading or installing any type of information (including pictures, music, games, videos, etc.);
- Altering or changing any program settings or computer features;
- Writing, typing or drawing anything that may be considered abusive, obscene, sexually oriented, gang related, harassing, threatening or illegal;
- Causing physical damage to the computer, monitor, mouse, headphones, etc.;
- Tampering with another student's computer or assignments; and/or
- Attempting to or successfully accessing or circumventing log-on or password information of another student or staff.

Computer usage is monitored, any misuse/unauthorized use will result in disciplinary action.

DISCIPLINE AND SANCTIONS

There are times when young people fail to observe rules for appropriate school conduct. Actions may be taken as a result of any behavior which is disruptive of good order or which violates the rights of others. In order to provide an optimal learning environment, each teacher will serve as the first line of action in providing interventions for disciplinary problems within the school setting. Adherence to the guidelines

listed below will help students complete their time successfully. There are major and minor infractions of the Student Code of Conduct.

Definitions:

- **Major Infraction** – Infraction that violates the Student Code of Conduct, city ordinance, state, or federal law.
- **Minor Infraction** – Infraction of repeated misbehavior after warnings and documented interventions.
- **Bullying** – Engaging in written expression, verbal expression or physical contact that will have the effect of physically harming a student, staff member or visitor, damaging their property or placing them in reasonable fear of harm to their person or damage to their property; or is sufficiently severe, persistent or pervasive enough that the action or threat creates an intimidating, threatening or abusive educational environment.
- **Harassment** – Threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health or safety.
- **Hit List** – A list of people targeted to be harmed, using a firearm, knife or any other object to be used with intent to cause bodily harm.
- **Restitution** - When a student destroys campus property, he/she will be required to pay for loss/replacement, or repair.

Standards for Student Conduct are as follows:

- Demonstrate courtesy even when others do not.
- Behave in a responsible manner, always exercising self-discipline
- Attend all classes and be on time
- Be prepared to learn in all classes
- Meet the Student Code of Conduct's Dress Code and Grooming standard
- Obey all school and bus rules
- Respect the rights and privileges of other students and staff
- Never bully other students, staff or visitors.
- Never harass other students, staff or visitors.
- Never make a hit list.
- Respect the property of others, including the school property
- Cooperate with and assist the school staff in maintaining safety, order and discipline
- Obey the Student Code of Conduct
- Follow the requirements of the expulsion from their home school, including the requirement to stay off school property during the term of their expulsion. Participation in extra-curricular activities at their home school is at the sole discretion of the student's home school. Without the home school's permission for the student to be on the home school campus, the student is trespassing.

Law Violations

Any law violations that occur on or around the Dallas County J.J.A.E.P. campus including on a school bus routes will be reported to law enforcement. Students who commit law violations on campus are immediately referred to the onsite Law Enforcement Officer(s) and may be transported to the Dallas County Juvenile Detention Center. Students seventeen or older will be transported to the Dallas County Jail. Any such violations may include reclassification from previous offense and possible extension of days in the program, i.e. assault with injury, felony drug possession with intent to sell, possessing a prohibited weapon on campus, etc.

Minor Infractions - Prohibited Behaviors and Conduct:

- Failure to follow staff instructions the first time asked
- Sleeping in classes / Repeated failure to participate in class
- Cursing / Disrupting class
- Dress code violations
- Tardiness
- Cheating

Disciplinary Consequences for Minor Infractions may include but are not limited to:

- Referral to Behavior Specialist – for an Intervention
- Referral to a Case Worker for counseling
- Parent Conference
- Referral to In School Suspension (ISS)
- Other disciplinary consequences determined as appropriate by Dallas County J.J.A.E.P. staff

Major Infractions - Prohibited Behaviors and Conduct:

- Fighting (assault)
- Gang activity
- Using, selling, or possessing drugs
- Bullying
- Harassment
- Making Hit Lists
- Gambling
- Possession of contraband (see contraband items in the Contraband section of the Student Code of Conduct)
- Hazing
- Breaking any city, state, local, or federal laws
- Threatening staff, visitors, or other students in any manner
- Violating bus rules, or disobeying the bus driver
- Sexual misconduct

Disciplinary Consequences for Major Infractions may include but are not limited to:

- Referral to In School Suspension (ISS)
- Arrest
- Referral to Juvenile Detention
- Other disciplinary consequences determined as appropriate by Dallas County J.J.A.E.P. staff
- Suspension from school for up to (3) days per offense

Suspension Explanation and Administrative Procedures:

After all behavior interventions have been exhausted, a student will be expelled from the Dallas County J.J.A.E.P. for up to three (3) days per offense. Suspension interventions are as follows:

- Behavior/ Incident/Bus Reports

- Parent Conference held by the student's Case Worker
- Sheriff Officer conference
- At least 1 referral for After School Detention, and In School Suspension
- Any major violation of the Dallas County J.J.A.E.P. Student Code of Conduct

Note: Only the Dallas County J.J.A.E.P. Administrator or Deputy Director of Education will have the authority to suspend a student from campus. The Case Manager will notify the home school district in writing (copy of suspension),

Administrative procedures for Suspension:

In matters related to student discipline, it is expected that a progressive discipline model that enables the student to demonstrate growth and learning shall be followed.

1. A Dallas County J.J.A.E.P. Administrator may suspend a student for unacceptable student behavior as outlined in the Dallas County J.J.A.E.P. Student Code of Conduct or for reasons where the student's conduct is injurious to the physical or mental well-being of other students, staff, or visitors.
2. The Dallas County J.J.A.E.P. Administrator shall ensure that any suspension is fair and proper, and that suspensions and/or recommendations for suspensions are made only after all other reasonable interventions have proven ineffective.
3. The maximum length of suspension the Dallas County J.J.A.E.P. Administrator may issue is up to three (3) school days per offense, or major rule violation. Before an Administrator suspends a student, the Administrator shall: (a). inform the student of the formal disciplinary nature of the suspension and its consequences, and of the reasons for which suspension is being considered; (b). provide opportunity for the student to offer an explanation in defense or mitigation prior to completing his/her investigation (c). report to the student's parent or guardian the suspension; (d). release the student from the Dallas County J.J.A.E.P. to the parent, guardian or responsible adult—if no one is available dismiss the student via his/her typical means of transportation at the close of the school day.
4. After the imposition of the suspension, a parent may choose to appeal the suspension by doing so within five (5) working days following the commencement of the suspension. The intent to appeal the suspension must be communicated in writing to the Karen Ramos Dallas County Juvenile Department, Deputy Director of Education at 1673 Terre Colony Ct., Dallas, Texas 75212.

Parents will be notified of any serious violations of the Student Code of Conduct that may result in a student being removed from the program.

PROHIBITED SANCTIONS

It is the policy of the Dallas County Juvenile Justice Alternative Education Program (J.J.A.E.P.) that the following sanctions are prohibited regarding student discipline.

- Corporal punishment, physical abuse, humiliating punishment or hazing;
- Deprivation of food and water;
- One student sanctioning another; or
- Expulsion from the Dallas County J.J.A.E.P.

The Dallas County J.J.A.E.P. prohibits any student from being denied his/her lunch meal as a disciplinary measure or sanction.

PHYSICAL RESTRAINT POLICY

Per the Texas Juvenile Justice Department standards (348.126), all Dallas County Juvenile Justice Alternative Education Program staff are trained and certified in the approved Handle with Care (non-violent) physical restraint techniques, which assist with the implementation of the intervention plan. Physical contact and restraint will be utilized when necessary to enable the student to regain control of him/herself for the following reasons:

- To prevent or stop the student from the threat of imminent self-injury
- To protect injury to others;
- To prevent a student from damaging property;
- Restraints shall be terminated as soon as the student's behavior has subsided;
- Restraints shall only be used as a last resort

Physical contact and restraint techniques in this context mean:

- Touching for positive redirection
- Handle with Care Technique
- Physical escort of a student to another area

Restraints employing a technique listed below are prohibited:

- Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation
- Restraints that deprive the student of basic human necessities including restroom privileges, water, food and clothing
- Restraints that are intended to inflict pain
- Restraints that put a student's face down with sustained or excessive pressure on the back, torso or chest cavity
- Restraints that put a student face down with pressure on the neck or head
- Restraints that obstruct the airway or impair the breathing of the student
- Restraints that restrict the student's ability to communicate
- Restraints that obstruct the view of the student's face
- Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint
- Percussive or electrical shocking devices

Only certified Juvenile Probation and Detention Officers, as well as law enforcement personnel may utilize hand and leg mechanical restraints when necessary for safety. When acting in their official and legal capacity (i.e. the exercise of taking legal custody, arrest and transportation duties), commissioned Peace Officers may employ other legal forms of restraint. The student's parent/guardian will be notified if their child has been restrained at school and the reason for the restraint will be explained. Parental

questions or complaints regarding disciplinary measures taken should be addressed to the Dallas County J.J.A.E.P. Administrator.

DRESS CODE & GROOMING

Students are expected to follow the school Dress Code at all times. Parents and/or guardians are responsible for ensuring their child abides by the Student Code of Conduct Dress Code and Grooming policy.

The requirements for student dress and grooming are as follows:

- Students will exhibit good hygiene; problems will be addressed on an individual basis
- Students are prohibited from wearing any unnatural hair color (i.e., pink, blue, gray, etc.)
- Male students hair shall not exceed the shirt collar
- Students will be considered out of dress code if they have any of the following:
 - Designs cut into the hair that are disruptive to the school setting
 - Tails/hair shaved except at the neckline
- Cosmetic jewelry such as flipper-like gold teeth are prohibited
- All tattoos must be covered
- Rubber bands and scrunches may be used to fasten the hair
- Bandannas or handkerchiefs are not permitted
- Only clear polish is allowed; nails must be appropriate in length and well groomed
- No body glitter or excessive make-up
- Students may not wear earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses, or rings etc.
- Jackets, coats and sweaters will be taken up during searches and returned to students at the end of the day
**Dallas County J.J.A.E.P. will not be responsible for lost or stolen expensive coats or jackets*
- The uniform is not to be altered in any way (No writing on clothing, rips or tears.)
- Pants must be worn at the normal waist-level – no “sagging” or “baggy” pants (No cuffs or rolls in pants that are not a result of the manufacture of the pants.)
- Students will be required to be in uniform beginning their first full week of school
- With the exception of toboggans worn in the winter months; hats, caps, or other head apparel are prohibited
- Shorts and athletic jerseys are not allowed
- Appropriate footwear is required. No sandals or house shoes; no steel-toed or boots. Shoelaces must be the same color as the tennis shoes. All Red or Blue shoes are Not permitted or any colors that represent a gang of any sort.

All Students (male and female) will wear a uniform consisting of:

Pleated Tan Khaki long pants (full length)

- Pulled up at the waist
- Sagging pants, cuffs and/or rolls in pants will be considered a dress code violation unless corrected

White/Green Shirt

- With collar and sleeves

Belt (brown or black)

- Only traditional buckles (No oversized buckles)
- No writing on belts is allowed

Tennis shoes

- Appropriate footwear. Tennis shoes.

White/Black shoestrings, which must be tied (and strapped if shoes have straps)

The uniform will be worn as follows:

Shirt:

- The top button of the shirt will be un-done
- **Shirt will be tucked in at all times**
- Logos or writing on the shirt are not allowed
- The shirt will be free from holes or tears
- Shirtsleeves must be hemmed
- White, black or gray undershirts will be permitted (T-Shirts worn as "white/green collared shirts" will not be permitted)
- Form fitted shirts will not be allowed (no cap sleeves)

Pants:

- **Pants will fit. Loose baggy pants, cuff or rolls are not allowed**
- Pants will be held up above the waist by a belt
- Logos or writing on the pants or belt are not allowed
- The pants will be free from holes, or tears
- Pants must be hemmed
- Females will not wear form fitted pants of any kind (spandex, Capri, tights, low-rise, skinny, hipsters etc.)

Belt:

- **Only a brown or black belt will be worn**
- There will be no writing on belts
- No army belts or oversized belt buckles are allowed

Jewelry:

- A wristwatch is the only form of jewelry that will be permitted
- **Earrings, body pierced jewelry, necklaces, chains, bracelets, sunglasses or rings are not allowed**

Parent/guardian will be called when a student comes to school out of dress code. The parent/guardian will be responsible for bringing the student appropriate dress code attire.

Failure to follow the dress code is a minor infraction of the Student Code of Conduct and can result in an Unsuccessful Day.

SCHOOL SAFETY/EMERGENCY SITUATIONS

Weapons/Firearms:

Firearms are strictly prohibited at the Dallas County Juvenile Justice Alternative Education Program. This prohibition shall extend to all persons with the exception of a law enforcement officer acting in the scope of his or her official duty. This prohibition shall also extend to any certified juvenile probation officer authorized to carry a firearm under 142.006 of the Texas Human Resources Code. The Dallas County Juvenile Department does not authorize its juvenile probation officers to carry weapons

and at no time shall any juvenile probation officer authorized to carry a firearm from another county or jurisdiction be allowed to enter the Dallas County J.J.A.E.P. premises carrying a weapon.

Emergency Situations:

In the event of an emergency situation, school officials must act quickly and students must act responsibly. This is not a time for horseplay or games. To ensure we are prepared for an emergency situation, students will take part in several drills throughout the year.

Per the Texas Juvenile Justice Department standards Chapter 348, Dallas County J.J.A.E.P. has an Emergency Response Plan that addresses the following emergency situations:

- Natural Disaster
- Severe Weather
- Fires
- Chemical hazardous material spills
- Bus crashes
- School shootings
- Bomb threats
- Medical Emergency
- Riots

During an emergency situation staff will:

- Be alert and ready to give instructions to students
- Conduct headcounts to ensure the safety of all their students
- Help manage the crisis in order to limit chaos and confusion
- Complete any necessary paper work (witness statements, incident reports etc.)

During emergency drills students will:

- Follow all instructions given to them by their teacher or an administrator
- Act responsibly
- Be a team player

If an emergency occurs at the Dallas County J.J.A.E.P., parents will be notified in a timely manner and given information regarding the emergency

TRANSPORTATION

Transportation is provided by Dallas County Schools. Students are encouraged to utilize the school bus. However, students and parents should realize that riding the bus is a privilege and not a right. Students that do not follow the school bus rules are subject to having their riding privileges suspended for several days or indefinitely. Transportation is critical to the success of students attending school. Therefore, the following transportation options are utilized:

- Parent/guardian drop off and pick up
- Public transportation (DART) with written parent permission
- Dallas County School buses

Students attending Dallas County J.J.A.E.P. are not allowed to drive to school. Parents that will drop off and pick up their child must have that information on the transportation list in the students file. If the parent would like to authorize any additional adults for pick up, they must be over the age of 18, be listed on the student's transportation list on file and show proper identification at pick up. Students will only be released to a parent/guardian or other authorized person who will be required to sign for the student upon pick-up. **Students are not allowed to leave the campus at any time without first obtaining permission of a Dallas County J.J.A.E.P. staff.**

Students are expected to follow the School Bus Rules:

- Students may not gesture or yell out of the window of the bus
- Students must maintain a low voice volume and follow the directions of the driver at all times
- Students are prohibited from bringing contraband items on to the school bus
- Students may not drink, eat, or smoke on the bus
- Students must keep all hands, feet, legs, and head inside of the bus
- Students will not throw objects on the bus, or out the windows of the bus
- Students will remain seated on the bus at all times
- Students may not get off the bus except at their designated bus stop

Consequences of violating School Bus Rules:

- All School Bus Violations are considered Major Infractions of the Student Code of Conduct and will result in an Unsuccessful Day
- Law violations occurring on the school bus will be referred to Law Enforcement
- Students will be suspended from riding the bus for not following the school bus rules.
Suspensions may range from:
 - 1-3 Days
 - 3-10 Days
 - Indefinitely

Parents are responsible for ensuring their child arrives to school on time if their child has been suspended from riding the school bus. A written permission slip will be required for any student who takes public transportation (Dart Bus) to school.

- The earliest time to drop off a student at the school will be at 7:30 a.m.
- The latest time a parent can pick their child up from school is 5:00 p.m.

STUDENT RIGHTS

The Dallas County J.J.A.E.P. Administrator and staff are committed to supporting and protecting each student's fundamental human, civil, constitutional and statutory rights. The following information describes those rights. If you have questions or trouble reading or understanding them, they will be explained in a language and terms you can understand. A copy will be available to you at any time and will be posted in the facility.

1. Enrollment and all services will be provided impartially. That is, free of discrimination by race, religion, sex, ethnicity, age, disability, sexual orientation, or source of financial support.
2. Your personal dignity will be recognized and respected at all times.
3. Information, records, and reports regarding your enrollment are confidential and may be viewed only by appropriate program staff. Unless required by law or the court, no one may have this information or see your records unless you or your parent/guardian gives permission in writing.
4. You will have all activities and procedures explained to you and your family.
5. Specific informed consent must be given for participation in research projects. Refusals will not compromise your access to program services.
6. Signed releases will be obtained regarding the present, future use, and disposition of products of special observation and audiovisual techniques, such as one-way mirrors, tape recorders, video-tapes, movies, photographs, etc.
7. You may file a grievance or complaint in writing (see grievance procedure in handbook).
8. Your teacher or case manager will explain any special rules that may apply to your conduct.
9. You will be given a written statement of your rights.
10. You may be required to help with personal housekeeping without compensation. Any other work done for the program will be part of your individual plan, done voluntarily, with appropriate wages provided, and in compliance with local, state and federal laws and regulations.

STUDENT GRIEVANCE PROCEDURE

Each student has the opportunity to file a grievance. If you believe that you have been treated unfairly or inappropriately by a staff's decision, have been spoken to in a disrespectful manner, or have a complaint regarding programmatic issues, you may file a grievance. All students will be protected against any form of retaliation. The grievance procedure is as follows:

Obtain a copy of the grievance form from any staff member during break or lunch time only (a sample is attached).

Complete the form in as much detail as possible explaining what happened, when it happened, and any staff who may have been involved. **THIS IS TO BE DONE ON YOUR OWN TIME. DO NOT DO THIS DURING CLASS.**

Be certain to complete the first half of the grievance form. This is your opportunity to describe what actions you believe would have been better.

Give the grievance form to the Behavior Specialist, or Case Manager assigned to your area. It may take up to 24 hours to discuss the situation with you, inform you of the other side of the conflict and make a decision on how to resolve the grievance.

If the conflict cannot be resolved between you and that staff person, you may appeal the decision by taking the form to the Dallas County J.J.A.E.P. Administrator. The Dallas County J.J.A.E.P. Administrator will return the form to you in 24 with a final decision. A copy of each grievance submitted by a student shall be provided to the student's parent, guardian or custodian within two (2) school days of admission, and to the juvenile board or its designee.

For students' convenience, a box marked "Grievance Procedure Forms" will be posted in the common dining area. Students will be allowed to write a Grievance and drop it in the Grievance box at any time that does not cause disruption to the daily routine.

**DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
STUDENT GRIEVANCE FORM**

Name: _____

Date: _____

Section I – To be completed by student:

GRIEVANCE (include date of incident, situations or programmatic issues and all persons involved):

OUTCOME YOU ARE SEEKING:

Student Signature: _____

Section II – To be completed by Dallas County J.J.A.E.P. Administrator Designee

Response:

Administrator's Decision (circle one):

See handbook Page _____	Valid complaint See me	Invalid complaint See me	Decision Stands
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Signature of Administrator: _____ Date: _____

STUDENT RECORDS & CONFIDENTIALITY

1. Each student enrolled has an individual educational record on file in the school office.
2. Parents have the right of access to the records. The parent and/or representative of the parent is permitted to inspect and review any educational records relating to their child without unnecessary delay, and in no case more than 30 days after the request has been made.
3. Parents have the right to receive a response from program staff due to a reasonable request to explain and interpret their child's record.
4. Parents have the right to request an amendment of records and the right to a hearing if program staff cannot agree to amend the records.
5. When a student is transferred to another school program, a transfer of records will occur.
6. Release of records to other agencies other than the School District and Juvenile Court will occur only by written consent of parents and guardians.
7. Destruction of records will occur in such a manner to assure that confidentiality has not been breached.

DALLAS COUNTY J.J.A.E.P. CONTACT LIST

<u>Office #</u>	<u>Name / Position</u>	<u>Main Phone #: 214-637-6136 plus ext.</u>
208	DCJ.J.A.E.P. Administrator :	5508
204		5504
131	Counselor Registrar : Angie Crear	5505
214	Case Manager/PO: Derrick Daniels	5514
216	Case Manager : Kim Foster	5516
215	Case Manager/PO: Joe Arrington	5525
131	Data Entry: (Billing / Attendance) Jennifer Paige	5502
206	Deputy Director of Education Services Karen Ramos	5506
Lobby	Clerk I / Front Desk : Rebecca Perez	5501
218	Behavior Specialist : Anthony Grant	5518



DALLAS COUNTY J.J.A.E.P. STUDENT CODE OF CONDUCT STUDENT AND PARENT ACKNOWLEDGEMENT

- I understand that it is my responsibility to know, understand and follow ALL rules, procedures, schedules and directives of the Dallas County J.J.A.E.P.
- I understand that it is my responsibility to respect all other students, staff and myself. I will not discriminate against others; use lewd or offensive language or participate in behavior which would imply prejudice or discrimination. I understand that if I violate this, disciplinary action will be taken against me. (Student/Parent)
- I understand it is my responsibility to request medical treatment if needed. (Student)
- I understand it is my responsibility to sign a medication consent form prior to Dallas County J.J.A.E.P. accepting any medication. (Parent)
- I understand that it is my responsibility not to bring, pass or exchange prohibited items on the Dallas County J.J.A.E.P. campus. (Student)
- I understand that it is my responsibility to maintain my uniform and personal hygiene in a neat, clean and odor free condition daily. (Student/ Parent)
- I understand that it is my responsibility to notify Dallas County J.J.A.E.P of any changes in my contact address, phone numbers and authorization of persons for student pick up. (Parent)
- I understand that it is my responsibility to follow the grievance procedures in the Student Code of Conduct in making a complaint on a student, teacher or officer. (Student/ Parent)
- I understand that Dallas County J.J.A.E.P will not be responsible for any lost, damaged or stolen property that was brought on campus without permission. (Student/ Parent)
- I understand that students are prohibited to leave the school without permission and have to be under supervision at all times and that if they found unsupervised on the Dallas County J.J.A.E.P. premises, it will be considered trespassing. (Student/ Parent)
- I understand that it is my responsibility to attend, participate in all classes and classroom activity. (Student)
- I understand that it is my responsibility to report grades to my parent/ guardian and return behavior sheet and incident reports the following day. (Student)
- I understand that it is my responsibility to sign my child's behavior log sheet and monitor their grades and attendance. (Parent)

I hereby certify that I have received a copy of the Dallas County J.J.A.E.P. 2015-2016 Student Handbook / Code of Conduct and its contents have been explained to me.

Student Signature

Date

Parent/Legal Guardian/Custodian

Date

Witness

Date

Dallas County Juvenile Justice Alternative Education Program
Authorization for Persons to Transport or Pick Up Student

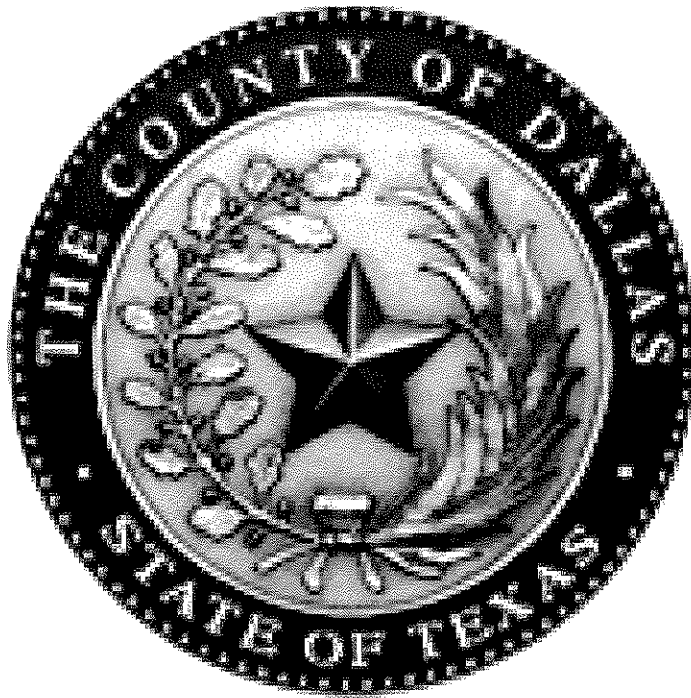
I, _____ give permission for
 (Parent/guardian)

_____	(_____)_____	_____
(Name)	(Phone Number)	(Relationship)

_____	(_____)_____	_____
(Name)	(Phone Number)	(Relationship)

_____	(_____)_____	_____
(Name)	(Phone Number)	(Relationship)

.....to pick up my child in the event that I am not able to do so, I will call in advance to notify the Dallas County J.J.A.E.P. staff of this sudden change in event.**



ACTION ITEM J.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Justice Alternative Education Program (JJAEP) Special Education Services Contract with Diagnostic Assessment Services (DAS) 2015-2016

Background of Issue:

The Dallas County Juvenile Justice Alternative Education Program (JJAEP) has historically contracted with a vendor for the provision of supportive services for special population students enrolled at the JJAEP. Request for Proposal (RFP) No. 2009-060-4308, soliciting bids for special education consultation services, was released by the Dallas County Purchasing Department on March 9, 2009, with an opening date of April 6, 2009. The Juvenile Board approved a contract with Diagnostic Assessment Services. Request for Proposal (RFP) No. 2009-060-4308 included language which allows the contracts to be automatically renewed for one (1) additional year with a contract period from September 1st through August 31st of each year, with the same terms and conditions upon mutual agreement. Under no circumstances shall this Contract extend beyond August 31, 2016. The Dallas County Juvenile Department, after completing its internal review process, is recommending that the contract with Diagnostic Assessment Services be approved for renewal for FY2015. The purpose of the current briefing is to request authorization to renew the current contract with Diagnostic Assessment Services for supportive services for special population students enrolled at the JJAEP.

Renewal and Evaluation Process:

Diagnostic Assessment Services was the only provider who responded to the previous RFP No. 2009-060-4308; therefore, the evaluation process consisted of a review of the contractor's performance based on the performance targets included in the contract, and continued need for the services provided.

Impact on Operations and Maintenance:

Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Standards) Rule §348.7 specifies that students with disabilities who are placed in the JJAEP shall be afforded education services determined by a duly constituted Admissions Review and Dismissal Committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws. As such, the area of special education is a very highly regulated and precise field requiring close monitoring, specific training

*To assist referred youth in becoming productive,
law abiding citizens, while promoting public safety and victim restoration.*
214-698-2200 Office ★ www.dallascounty.org/departments/juvenile ★ 214-698-5508 Fax

and certifications to be in compliance with state and federal laws aimed at protecting students' and parents' rights.

The Educational Services Unit of the Dallas County Juvenile Department will continue to administer and monitor the contract.

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 renewal contract, without changes, was previously sent to the Assistant District Attorney's Office, Civil Section for approval; and was approved as to form by Mrs. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the contract.

Financial Impact/Considerations:

Funding for these services will be provided via funds received from the Texas Juvenile Justice Department (TJJD) for mandatory referrals of students and from the Independent School Districts via discretionary referrals. The JJAEP budget includes an allocation of \$43,940.40 for this service.

Performance Impact Measures:

Overall, state performance measures are established by the State Board of Education and monitored by the Texas Education Agency (TEA) and the Texas Juvenile Justice Department (TJJD). DAS agrees to provide special education consultation services for students, ages ten (10) years and through twenty-two years (22), enrolled in the DCJJAEP. Such consultation services shall include, but are not limited to the following:

1. Program Components - Comprehensive Needs Assessment to ascertain and develop any required procedural changes to current service delivery.
2. Consultation
3. Representation at Meetings

DAS will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:

1. Student data to include:
 - i. the number of ARD's attended during the previous month (by type)
 - ii. an up to date staff roster with position titles
 - iii. the number of hours of consultation conducted
 - iv. the number of students who transitioned to their Home School or a GED program

DAS will also provide communication to the County including, but not limited to: ARD's; and code sheets for data entry purposes as it has in years past.

Project Schedule/Implementation:

The renewal term for this contract is September 1, 2015, through August 31, 2016. Under no circumstances shall this Contract extend beyond August 31, 2016.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve renewing the special education consultative contract to Diagnostic Assessment Services for a period of September 1, 2015, through August 31, 2016, and that the Chairman of the Juvenile Board be authorized to sign the contract on behalf of the Juvenile Board.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

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

WHEREAS, The Dallas County Juvenile Justice Alternative Education Program (JJAEP) has historically contracted with a vendor for the provision of supportive services for special population students enrolled at the JJAEP. Request for Proposal(RFP) No. 2009-060-4308, soliciting bids for special education consultation services, was released by the Dallas County Purchasing Department on March 9, 2009, with an opening date of April 6, 2009. The Juvenile Board approved a contract with Diagnostic Assessment Services. Request for Proposal (RFP) No. 2009-060-4308 included language which allows the contracts to be automatically renewed for one (1) additional year with a contract period from September 1st through August 31st of each year, with the same terms and conditions upon mutual agreement. Under no circumstances shall this Contract extend beyond August 31, 2016. The Dallas County Juvenile Department, after completing its internal review process, is recommending that the contract with Diagnostic Assessment Services be approved for renewal for FY2015. The purpose of the current briefing is to request authorization to renew the current contract with Diagnostic Assessment Services for supportive services for special population students enrolled at the JJAEP; and

WHEREAS, Diagnostic Assessment Services was the only provider who responded to the previous RFP No. 2009-060-4308; therefore, the evaluation process consisted of a review of the contractor's performance based on the performance targets included in the contract, and continued need for the services provided; and

WHEREAS, Texas Administrative Code, Part 11, Chapter 348, (Juvenile Justice Alternative Education Program Standards) Rule §348.7 specifies that students with disabilities who are placed in the JJAEP shall be afforded education services determined by a duly constituted Admissions

Review and Dismissal Committee to be appropriate for the student to receive a free and appropriate public education as defined by federal and state laws. As such, the area of special education is a very highly regulated and precise field requiring close monitoring, specific training and certifications to be in compliance with state and federal laws aimed at protecting students' and parents' rights; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve renewing the special education consultative contract to Diagnostic Assessment Services for a period of September 1, 2015, through August 31, 2016, and that the Chairman of the Juvenile Board be authorized to sign the contract on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

**THE STATE OF TEXAS
THE COUNTY OF DALLAS**

§
§
§

CONTRACT FOR SPECIAL EDUCATION CONSULTATION

BETWEEN

THE DALLAS COUNTY JUVENILE BOARD

AND

DIAGNOSTIC ASSESSMENT SERVICES

1. PURPOSE:

This Contract is entered into for the purpose of providing special education consultation services for the students enrolled in the Dallas County Juvenile Justice Alternative Education Program ("JJAEP") between the Dallas County Juvenile Board ("DCJB") and the Diagnostic Assessment Services ("Contractor") at sites chosen by the Dallas County Juvenile Board. The Texas Education Code ("TEC"), Chapter 37, Subsection 37.022 authorizes the DCJB to operate the Dallas County Juvenile Justice Alternative Education Program. The Juvenile Department will serve as the designated County agency to oversee and manage operations on behalf of the County and DCJB.

2. TERM:

The Term of this Contract is from September 1st, 2015, through August 31st, 2016. This Contract may be renewed for one (1) additional years with a contract period from September 1 through August 31 of each year, on the same terms and conditions upon mutual agreement. Under no circumstances shall this Contract extend beyond August 31, 2016.

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 County.

4. ENTIRE CONTRACT

This Contract, including all Exhibits, and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

5. INCORPORATED DOCUMENTS:

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

- A. ("Exhibit A"), Request for Proposals ("RFP") No. 2009-060-4308 issued by the County; and
 - B. ("Exhibit B"), Original Proposal submitted by Contractor in response to RFP No. 2009-060-
-

4308.

- C. ("Exhibit C"), Attachment E FY 2012 Proposed Budget submitted by Contractor with its modifications).

6. 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.

7. SCOPE OF WORK:

A. Contractor agrees to provide special education consultation services for students, ages ten (10) years and up to twenty-two years (22), enrolled in the DCJJAEP. Such consultation services shall include, but is not limited to the following:

1. Program Components:

Comprehensive Needs Assessment to ascertain and develop any required procedural changes to current service delivery.

2. Consultation

3. Representation at Meetings

B. Contractor agrees to provide Special Education services and leadership to JJAEP.

C. In the event that additional Facilities and/or Programs are developed by the Juvenile Department during the term of this Contract, the Contractor agrees to provide the same or similar services at the request of the Dallas County Juvenile Board. Services at additional sites will be provided utilizing the existing terms and rate agreed to in this Contract. All parties agree to negotiate an amendment to the terms and rate of the Contract based on the following:

- 1) If the scope of the services requested are significantly different from the services specified within this Contract;
- 2) If the implementation of the new Program/Facility would require significantly more resources and/or funding than provided for in this Contract; and/or
- 3) The annual aggregate number of youth served is less than 250 or more than 1,250.

8. OBJECTIVES:

Contractor agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and the Texas Juvenile Probation Commission and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance. The specific objectives of the consultation and services are to produce five basic outcomes, including identifying training topics, to provide intonation to staff, team support, disseminate *JJAEP & Diagnostic Assessment Services RFP: 2009-060-4308 Contract Page 3* information, and to measure the success of the program.

A. Contractor will assist in the selection and training of committee members involved in the referral process, and provide leadership in forming these committees at JJAEP.

B. Contractor will establish and provide ongoing communications between JJAEP and home schools of students, provide part-time personnel to attend case review meetings and report findings to Special Education personnel, and provide part-time personnel to attend entry ARD and exit ARD meetings.

9. FUNDING AND FEES FOR SERVICES:

A. Contractor shall be compensated for the provision of consultation and assessment services under this contract. Contractor shall be compensated according to the agreed upon rate structure as outlined below for JJAEP services for dates September 1, 2015 through August 31, 2016. Funds for these services will be paid according to the following proposed budget in 12 monthly payments of \$3,661.70.

<u>Services</u>	<u>Annual Payments for 2014-2015</u>
Dallas County JJAEP (effective 9/1/2015)	\$43,940.40

The fees provide for all materials, goods and services necessary for the provision of all requirements under this contract.

B. Contractor shall submit to the County a Billing Statement of Services ("Statement") provided for the preceding month in a format that is acceptable to the County. This Statement shall be submitted no later than the tenth (10th) business day after the end of each month. A corporate officer of Contractor shall certify and swear that each Statement is true, correct, owed, and unpaid. The County shall be responsible for reviewing Statements and processing them for payment. However, County's review shall not relieve Contractor of its obligation to correctly submit any and all Statements and related information. All parties agree to process all correctly submitted and accurate Statements so that Contractor receives payment within thirty (30) days of receipt. Included with this invoice will be a statement indicating Minority/Women Business ("M/WBE") compliance by Contractor and dollar amount.

C. Contractor understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by County for implementation and operation of the DCJJAEP from the TEA and TJPC. The parties agree that in the event sufficient funds are not available from the TEA and TJPC to meet the obligations set forth herein, this Contract will terminate in the sole discretion of County. If this Contract terminates for lack of funds, Contractor shall be entitled to payment for services provided prior to the date of termination. Temporary interruptions in funding and County requested suspensions of services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.

10. FACILITIES:

A. Facility Locations: The JJAEP will be operated in the following site which is owned, operated, and/or maintained by the County:

- 1) Dallas County JJAEP, 1673 Terre Colony, Dallas, TX 75212.

B. The cost for providing space within the Program Facility, including utilities and maintenance, is provided for by the County. The County will allow for the use of the Facility listed in Paragraph A of this Section at no additional charge to the Contractor.

Provision of the consultation and services shall be for a minimum academic year of one hundred eighty (180) instructional days, and is inclusive of all services and based on a 24 hour per week commitment.

C. Due to the limited office space that is available within the institutions and Facilities of the Program, there is limited administrative office space available for Contractor's use. If the Contractor determines that a need for additional off-site administrative office space exists, all expenses incurred in the procurement and use of such administrative office space will be the responsibility of the Contractor as part of the quoted rate

provided for in Section 8 of this Contract.

D. All use of any real property, Facility, buildings or personal property owned by County shall be in accordance with all County policies, as amended.

11. EQUIPMENT AND DURABLE GOODS:

A. Contractor shall provide, at no additional cost to the County, all materials, equipment and durable goods necessary to fulfill the obligations of this Contract, including but not limited to: computers, printers, office supplies, testing supplies, training supplies, and educational software. As this is a contract, the Contractor will not receive reimbursement for the cost of materials, equipment and durable goods other than the quoted rate as noted in Section 8 of this contract, unless expressly provided for in this Contract. Contractor shall maintain, at its sole cost and expense, replacement cost insurance on all personal property in an amount to fully compensate Contractor in the event of any casualty or theft.

B. All equipment for which the Contractor is reimbursed, directly or through the quoted rate as noted in Section 8 of this contract will be the sole property of the DCJJAEP and the DCJB. At the time of the expiration of this Contract, all property so reimbursed will remain in the possession of the County.

12. STAFF:

Staff members are to be hired, trained, and available to serve students and staff no later than the first day of the contract period for the 2015-2016 academic year. Contractor shall ensure that staff are hired and assigned to the Program Facility approved by the County according to the credentials and qualifications described in Exhibit A, and as appropriate to their respective functions as noted above in the Scope of Work.

A. Background Investigations: In order to ensure the health and safety of the students assigned to the DCJJAEP, the Contractor must provide information indicating that criminal background checks have been performed on staff prior to commencement of work and that rechecks are completed annually. When reviewing these background checks with the County, Contractor shall keep the "best interest of the child" standard in mind above all else. Moreover, Contractor shall verify that staff members have no prior history that would indicate that they would be dangerous to the health and safety of students. Criminal background checks shall be done on all personnel and staff who will have direct contact with students, including full-time and part-time staff, volunteers and any other persons located at the facilities on behalf of Contractor. County will maintain records documenting that these checks have been made.

B. Training: Contractor must ensure that staff members are attending sufficient training to remain current in their professional specialty. Training records must be maintained on every staff member for documentation.

C. Employee Files: Contractor must maintain personnel files for all staff which shall contain the following: service records, official transcripts showing degree conferred and course completions, any applicable professional certifications and all employee evaluations and performance records. Employee personnel files shall be available for inspection by the County upon request.

D. Evaluation: At least annually, Contractor must evaluate staff systematically and use evaluation data to provide for the improvement of effectiveness. Evaluation results must be made available to the County upon request.

13. PROGRAM EVALUATION:

A. Contractor agrees to cooperate freely in a thorough program evaluation, if such an evaluation is required

and conducted under the direction of the County. Sufficient advance written notice will be provided to the Contractor in areas of the evaluation that require preparation.

B. Contractor agrees to cooperate freely in a thorough review at each facility conducted by the County, as requested. The Contractor will provide such information and data requested for the Program review which will include, but is not limited to, the components found in this Contract as well as all applicable State and federal guidelines/laws pertaining to the operation of a charter school in Texas.

C. A written response shall be submitted by the Contractor to the County in any areas of deficiency or concern noted in the evaluation or the Program review within thirty (30) days of receipt. Moreover, the Contractor agrees to voluntarily participate in any subsequent or follow-up evaluation or review to determine implementation of corrective actions.

14. REPORTING:

A. As applicable and mutually agreed upon at any time, County and Contractor can choose to communicate all reporting requirements by compatible electronic means.

B. Monthly Reports: Contractor will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:

I) Student data to include:

- i. the number of ARD's attended during the previous month (by type);
- ii. an up to date staff roster with position titles;
- iii. the number of hours of consultation conducted; and
- iv. the number of students who transitioned to their Home School or a GED program.

C. Communication: - Contractor will provide communication to the County, as specified herein, including, but not limited to: ARD's; and coding sheets for data entry purposes.

15. COORDINATION WITH HOME SCHOOL:

A. Contractor shall obtain appropriate special education records from the Home School for JJAEP students. If the Home School does not respond to Contractor's request for records in a timely manner, Contractor shall notify Dallas County.

B. Upon request from the student's Home School, Contractor shall assist in coordinating with the Home School, or other appropriate educational setting, to transition Students back to the Home School after their release. Such transition services shall include, but not be limited to, the following:

- I) Determining a contact person at the Home School to assist Dallas County in the transition process; and
- 2) Interaction with Home School or other appropriate educational setting contact person in order to facilitate the transfer of required Student records and to assist in a smooth transition process for the Student and the Home School staff.

16. PROGRAM DOCUMENTATION:

Dallas County agrees to maintain a file for each Student as required. In addition, the Contractor will maintain,

and make available to DCJB upon request, all pertinent information about Students from the time of enrollment including, but not limited to, the following documentation:

A. Incident reports: Any allegation of abuse, neglect or injury to a student as a result of interaction with the student by Contractor or its staff, must be reported. In order to follow the requirements of the TEA and to follow the law under Chapter 261 of the Texas Family Code, suspected or alleged cases of child abuse shall be immediately reported to both the Department of Protective and Regulatory Services and faxed to the Educational Services Unit and the JJAEP, Fax number (214) 637-6130.

B. Chronological records: All program related contacts must be maintained in the student's file and made available to any County representative who requests access. However, Contractor is not required to submit this documentation unless specifically requested.

C. Documentation regarding staff: The Contractor shall maintain documentation including, but not limited to, the following: proof of staff credentials, background check, staff roster (including date of hire and employment departure) and staff incident reports with noted disciplinary action taken.

17. COOPERATION:

A. Contractor shall cooperate with the County in the on-going operation of the DCJJAEP. This cooperation shall include, but not be limited to: maintaining contact and promptly furnishing requested and required information to County staff assigned to the DCJJAEP; and granting access to student records and documentation, as needed by the County.

B. Contractor shall cooperate with all reasonable requests from representatives of the Education Services Unit. Such requests may include, but not be limited to, additional data or statistical analysis, or follow-up related to transitional services.

C. Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to vacate all Facilities in a cooperative manner and provide anything requested from the County, including, but not limited to the following, upon date of termination and/or expiration.

18. HEALTH AND SAFETY STANDARDS:

Contractor will comply with all applicable city, county, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County.

19. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA):

A. No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity offered by Contractor in operating the Program pursuant to the requirements of this Contract.

B. Contractor shall comply with all State and federal requirements relating to the IDEA. Contractor will be responsible for coordinating and conducting the admissions, review, and dismissal committees for the JJAEP to determine the instructional and related services to be provided at the Program by the Contractor.

20. 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.

21. 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 a safe educational environment for students and staff, at the sole discretion of the County;
- 2) Failure of Contractor to maintain effective insurance policies required by this Contract;
- 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; or
- 4) Failure of Contractor to provide an effective program as determined by the County.

22. 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 S. 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
Dr. Natalie Davenport
Diagnostic Assessment Service
41 00 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 972-243-6522
Email: ndavenport@spedservices.com

23. INDEMNIFICATION / LIABILITY:

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, material men, 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.

24. 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 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 a subcontractor. Contractor shall obtain certificates of coverage for subcontractors carrying their own policies, prior to any subcontractor providing services under this Contract. Workers Compensation Insurance must be 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.

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.

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 with "personal injury" coverage, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person and an aggregate of Three Million and Noll 00 Dollars (\$3,000,000.00) for any one occurrence and commercial or business auto liability insurance, with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) combined single limit (each

accident).

- B. The Juvenile Board of Dallas County and Dallas County shall be named as additional insured on such policies, and all such policies shall provide for ten (10) days prior written notice to the County prior to amendment, cancellation or termination. Each policy shall contain a Waiver of Subrogation in favor of Dallas County. Contractor shall be solely responsible for all cost of any insurance as required herein, any and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.
- C. Contractor shall be solely responsible for all costs of any insurance as required here, any and all deductible amount(s) and in the event that an insurance company should deny coverage. All insurance coverage shall be on a claims made basis unless specifically approved in writing and executed by the County's Director and Risk Manager.
- D. It is the intent of these requirements and provisions that insurance cover all costs and expenses 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.
- E. 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.
- F. Insurance certificates: The certificates of insurance shall list Dallas County as the certificate holder. 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.
- G. 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.
- H. 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.
- I. 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 of .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 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; and

- 3) At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:
- (a) termination of this Contract
 - (b) demand on any bond, as applicable;

This provision shall survive Contract termination.

- J. 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.
- K. 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.
- L. 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.
- M. 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.

25. 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.
- C. Subcontractors identified in Exhibit A are also subject to the guidelines herein.

26. TRANSPORTATION:

Contractor shall provide no transportation to students herein. Students are generally picked up by bus within a few blocks of their residence.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. FISCAL FUNDING CLAUSE:

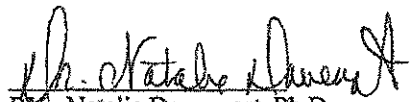
Notwithstanding any provisions contained herein, the obligations of the County under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Contract. Contractor shall have no right of action against County in the event 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 ____ DAY OF _____ 2015.

Dallas County Juvenile Board

CONTRACTOR:

BY: Judge Cheryl L. Shannon, Chairman, DCJB


 BY: Natalie Davenport, Ph.D.,
 President and C.E.O.
 Diagnostic Assessment Services

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

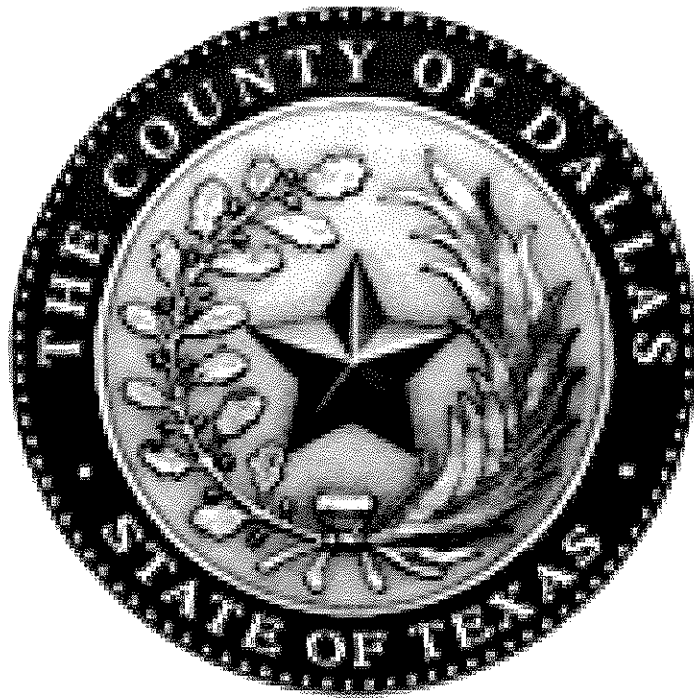
BY: Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

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

APPROVED AS TO FORM:

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

*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 LEASE, 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).



ACTION

ITEM K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Justice Alternative Education Program (JJAEP) MOU with Region 10

Background of Issue:

The Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a school mandated for Dallas County by the Texas Legislature since 1996. This program serves students referred to the JJAEP due to expulsion from the fourteen independent school districts (ISD's), of Dallas County. The Dallas County Juvenile Department and Dallas County Juvenile Justice Alternative Education Program are both located in Dallas County in North Central Texas. Dallas County covers 880 square miles and has a total population of 2,245,398 (almost 10% of the state's population).

The purpose of this briefing is to request Juvenile Board approval as the operation and oversight entity of DCJJAEP. The services are shared jointly by stakeholders, (the fourteen Independent School Districts, Dallas County Juvenile Board, Region X Education Service Center, and Dallas County Schools Transportation), through implementation of a Memorandum of Understanding (MOU). Region X Education Services Center employs one administrator and one clerical staff dedicated to the fiscal matters of the DCJJAEP and of the sharing agreement between the fourteen ISD's and the Dallas County Juvenile Board.

Impact on Operations and Maintenance:

As in all previous years, this Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2015. The Parties to this Agreement are, the Dallas County Juvenile Board (DCJB), Region X Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs").

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.

*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

Legal Information:

The agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor. The agreement is attached with Exhibits A (MOU). The agreement requires the signature of the authorized official from the Chair, Dallas County Juvenile Board, Judge Cheryl Lee Shannon.

Financial Impact/Considerations:

Dallas County will continue to operate the Program, providing the facility and services at the rate of \$103.58 per/day; each district will continue to pay \$114.00 per/day for each discretionary referral and the Texas Juvenile Justice Department (TJJD) will continue to pay at the rate of \$86.00 for all mandatory students.

Performance Impact Measures:

The annual performance measures are submitted each year.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the 2015-2016 Memorandum of Understanding Agreement between the fourteen Independent School Districts and the Dallas County Juvenile Department.

Recommended by:

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

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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) is a school mandated for Dallas County by the Texas Legislature since 1996. This program serves students referred to the JJAEP due to expulsion from the fourteen independent school districts (ISD's), of Dallas County. The Dallas County Juvenile Department and Dallas County Juvenile Justice Alternative Education Program are both located in Dallas County in North Central Texas. Dallas County covers 880 square miles and has a total population of 2,245,398 (almost 10% of the state's population); and

WHEREAS, the purpose of this briefing is to request Juvenile Board approval as the operation and oversight entity of DCJJAEP. The services are shared jointly by stakeholders, (the fourteen Independent School Districts, Dallas County Juvenile Board, Region X Education Service Center, and Dallas County Schools Transportation), through implementation of a Memorandum of Understanding (MOU). Region X Education Services Center employs one administrator and one clerical staff dedicated to the fiscal matters of the DCJJAEP and of the sharing agreement between the fourteen ISD's and the Dallas County Juvenile Board; and

WHEREAS, as in all previous years, this Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2014. The Parties to this Agreement are, the Dallas County Juvenile Board (DCJB), Region X Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs").

WHEREAS, the agreement has been approved as to form by the Assistant District Attorney, Civil Section. The agreement is attached with Exhibit A (MOU). The agreement requires the signature of the authorized official from the Juvenile Board Chairman or Chief Deputy Dallas County Juvenile Department.

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.

WHEREAS, Dallas County will continue to operate the Program, providing the facility and services at the rate of \$103.58 per/day; each district will continue to pay \$114.00 per/day for each discretionary referral and the Texas Juvenile Justice Department (TJJD) will continue to pay at the rate of \$86.00 for all mandatory students.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program MOU FY 2015-2016.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

APPROVED:

DALLAS COUNTY JUVENILE BOARD

BY: _____
CHAIR, DALLAS COUNTY
JUVENILE BOARD

DATE: _____

REGION 10 EDUCATION SERVICE CENTER

BY: _____
REGION 10 EDUCATION
SERVICE CENTER

DATE: _____

**CARROLLTON-FARMERS BRANCH
INDEPENDENT SCHOOL DISTRICT**

BY: _____
CARROLLTON-FARMERS BRANCH
INDEPENDENT SCHOOL DISTRICT

DATE: _____

**CEDAR HILL INDEPENDENT
SCHOOL DISTRICT**

BY: _____
CEDAR HILL INDEPENDENT
SCHOOL DISTRICT

DATE: _____

COPPELL INDEPENDENT SCHOOL DISTRICT

BY: _____
COPPELL INDEPENDENT SCHOOL
DISTRICT

DATE: _____

DALLAS INDEPENDENT SCHOOL DISTRICT

BY: _____
DALLAS INDEPENDENT SCHOOL
DISTRICT

DATE: _____

DE SOTO INDEPENDENT SCHOOL DISTRICT

BY: _____
DE SOTO INDEPENDENT SCHOOL
DISTRICT

DATE: _____

**DUNCANVILLE INDEPENDENT SCHOOL
DISTRICT**

BY: _____
DUNCANVILLE INDEPENDENT
SCHOOL DISTRICT

DATE: _____

GARLAND INDEPENDENT SCHOOL DISTRICT

BY: _____
GARLAND INDEPENDENT
SCHOOL DISTRICT

DATE: _____

**GRAND PRAIRIE INDEPENDENT SCHOOL
DISTRICT**

BY: _____
GRAND PRAIRIE INDEPENDENT
SCHOOL DISTRICT

DATE: _____

Once approved, please return this sheet only to:

Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 – 5101

Or

E – mail as an attachment to: evelyn.glenn@region10.org

Or

APPROVED:

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

BY: _____
HIGHLAND PARK INDEPENDENT
SCHOOL DISTRICT

DATE: _____

IRVING INDEPENDENT SCHOOL DISTRICT

BY: _____
IRVING INDEPENDENT SCHOOL
DISTRICT

DATE: _____

LANCASTER INDEPENDENT SCHOOL DISTRICT

BY: _____
LANCASTER INDEPENDENT
SCHOOL DISTRICT

DATE: _____

MESQUITE INDEPENDENT SCHOOL DISTRICT

BY: _____
MESQUITE INDEPENDENT
SCHOOL DISTRICT

DATE: _____

RICHARDSON INDEPENDENT SCHOOL DISTRICT

BY: _____
RICHARDSON INDEPENDENT
SCHOOL DISTRICT

DATE: _____

SUNNYVALE INDEPENDENT SCHOOL DISTRICT

BY: _____
SUNNYVALE INDEPENDENT
SCHOOL DISTRICT

DATE: _____

APPROVED AS TO FORM

Attorney for Region 10 Education Service Center

DATE: _____

Once approved, please return this sheet only to:

Evelyn Glenn, Region 10 ESC, 400 E. Spring Valley Rd., Richardson, TX 75081 – 5101

Or

E – mail as an attachment to: evelyn.glenn@region10.org

Or

REGION 10 EDUCATION SERVICE CENTER

DATE: May 29, 2015

TO: Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) –
Governance Committee Members
Dallas County Juvenile Board

FROM: Arzell Ball, Region 10 Education Service Center (ESC) - Program Coordinator
Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

RE: 2015 – 2016 Memorandum of Understanding (MOU) regarding the Dallas County
Juvenile Justice Alternative Education Program (DCJJAEP)

Attached you will find the *Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) 2015 – 2016 Memorandum of Understanding (MOU)*, including *Attachment A – Procedure for Students Receiving Special Education Services*.

In addition to minor cosmetic updates, i.e., effective and end dates, the major changes are as follows:

PAGE	SECTION:	PARA:	CHANGE / UPDATE:	NEW LANGUAGE:
Title	-	-	Cosmetic: Dates	August 1, 2015
10	<u>FOUR: STUDENT PLACEMENT IN DCJJAEP</u>	4.11 (C)	Addition	(C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program: <ol style="list-style-type: none"> There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments; There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.
17	<u>TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT</u>	12.2	• Cosmetic: Dates	July 31, 2016
19	<u>THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING</u>	13.1	• Cosmetic: Dates	July 31, 2016

REGION 10 EDUCATION SERVICE CENTER

Furthermore, Attachment A - Procedures for Students Receiving Special Education Services changes / update are as follows:

PAGE	PARA:	CHANGE / UPDATE:	NEW LANGUAGE:
1	I.	Update language	It, if the expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days, or]
1	II.	Reformat paragraph for clarification	<p>II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the ARD Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.</p> <p>Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the (IDEA). Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.</p> <p>DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the "MOU") as it may be modified from time to time and IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student's IEP.</p>
2	II.A and II.B	Reword paragraphs for clarification	<p>A. [The sending school district will be responsible for the provision of Speech and any related services as specified in the student's IEP.]</p> <p>B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.</p>
3	V.	Reword paragraphs for clarification	<p>The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:</p> <ol style="list-style-type: none"> 1. Present levels of academic achievement and functional performance 2. Updated goals and objectives based on progress monitoring reports 3. Proposed goals and objectives 4. Student's current report card and transcript 5. Summary of successful behavioral interventions

Comment [RM1]: This is only true for those students with disabilities for which there is a manifestation determination that the behavior was directly linked to the disability; all students with disabilities, for which there is no MDR link, can receive the same discipline length of term as other students.

Comment [AT2]: This provision of the IDEA (the so-called special circumstances removal) only permits removals under these circumstances for up to 45 days. 34 CFR 300.530(g). This conflicts with other portions of the MOU that provide for a minimum placement term of longer than 45 days.

Comment [AT3]: The sending school district is responsible for FAPE generally, and this includes the provision of related services.

Comment [RM4]:

These documents have been

- Reviewed for legal compliance and have been concurred on by Sara Leon of Powell & Leon, LLP, 1706 West 6th Street, Austin, Texas 78703.
- Voted on by the DCJJAEP Governance Committee and unanimously accepted as the official Memorandum of Understanding Regarding the Dallas County Juvenile Justice Alternative Education Program (MOU) for the school year 2015 - 2016.
- Updated to reflect the changes noted.

With the above certifications in place, please hold the attachments as a suitable documents for presentation to your individual District Boards for approval.

For your convenience, also attached are the marked – up copies of the 2014 – 2015 MOU and *Attachment A - Procedures for Students Receiving Special Education Services* tracking the changes and updates.

ATTACHMENTS

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Memorandum of Understanding (MOU)

Attachment A

Procedure for Students Receiving Special Education Services

- I. School districts may expel a student with disabilities only after a duly constituted manifestation determination review (MDR) is conducted according to the Individuals with Disabilities Education Act (IDEA) provisions and regulations.

DCJJAEP placement may result if:

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

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

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

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

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

(a) *General.*

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that-
 - (i) To maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
 - (ii) Special classes, separate schooling, or other removal of children with disabilities from the

Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

Memorandum of Understanding (MOU)

Attachment A

Procedure for Students Receiving Special Education Services

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

DCJJAEP administrators shall ensure and document that all staff are trained annually and adhere to IDEA requirements and state regulations.

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

This Memorandum of Understanding (sometimes referred to herein as "Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2015. The Parties to this Agreement are, the Dallas County Juvenile Board ("DCJB"), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the "ISDs"). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

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

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

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

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

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

SECTION ONE: DEFINITIONS

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

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

- (G) The Governance Committee will review and approve the DCJJAEP Operating Procedures.

SECTION TWO: STUDENT CODES OF CONDUCT

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

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

“Serious misbehavior” shall mean:

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

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD's educational programs.

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

SECTION THREE: GOVERNANCE OF DCJJAEP

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

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

Memorandum of Understanding agree to make their best effort to appoint representatives that reflect the ethnic and cultural diversity of the student population served by the DCJJAEP.

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

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

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

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

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall

be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

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

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

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

- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To establish a permanent legislative committee whose function shall be to monitor, raise awareness of and communicate issues regarding the DCJJAEP which the legislative committee deems appropriate for legislative attention.

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

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

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

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

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

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

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in

conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

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

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

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

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

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

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

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.
- (C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:
 - i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;
 - ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of the either the first or second semester; and
 - iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

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

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

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

SECTION FIVE: CASE REVIEW COMMITTEES

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

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion;
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student records for each student referred to the DCJJAEP;

- (C) Reviewing with school district personnel the interventions that were implemented on discretionary expulsions for persistent misconduct. Such interventions include, but are not limited to, parental conferences, behavior contracts, counseling, etc.;
- (D) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document;
- (E) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (F) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

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

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

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

SECTION SIX:

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

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. In order to facilitate the development of special education procedures, and to provide consultation to the Governance Committee and the DCJJAEP regarding the provision of services to special needs students, the Special Education Procedures Committee is hereby established as a sub-committee of the Governance Committee. Members of the Special Education Procedures Committee shall be appointed by the Governance Committee, and shall meet at least annually, or as requested by the Governance Committee. The Special Education Procedures Committee shall be charged with responsibility for developing procedures for placing special education students in the DCJJAEP, providing services while in the DCJJAEP, transitioning special education students back into the regular campus setting, and making recommendations to the Governance Committee regarding any policies and procedures the Special Education Procedures Committee deems beneficial to the provision of the continuum of special education services to students served in the DCJJAEP.

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for

giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

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

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

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

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

Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

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

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

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

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

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

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

SECTION TEN: TRANSPORTATION

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

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

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

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

- (A) For students in middle school, the student's Middle School Plan, which is a list of courses offered, by grade level, and the course credit earned by the student;
- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student;
- (C) The student's current transcript including all achievement test scores recorded on that document;
- (D) The student's current year report card;
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject;
- (F) The student's records related to State-mandated testing;
- (G) The student's current year attendance record;
- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph

6.1 of this Memorandum of Understanding;

- (I) The student's health records;
- (J) The student's home language survey;
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practicable, the student's home school district shall forward the student's previous year's attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

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

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2015 - 2016 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The minimum assigned term of expulsion shall be 90 school days based on the DCJJAEP calendar. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the "actual cost" of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance (at the JJAEP) in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student's parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more

days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student's parent or both as provided under Texas Education Code Section 25.0951.

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

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

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

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular

operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

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

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

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

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

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

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

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2016. This Memorandum of

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

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

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

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

SECTION FIFTEEN: MISCELLANEOUS

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

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

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

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

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

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

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

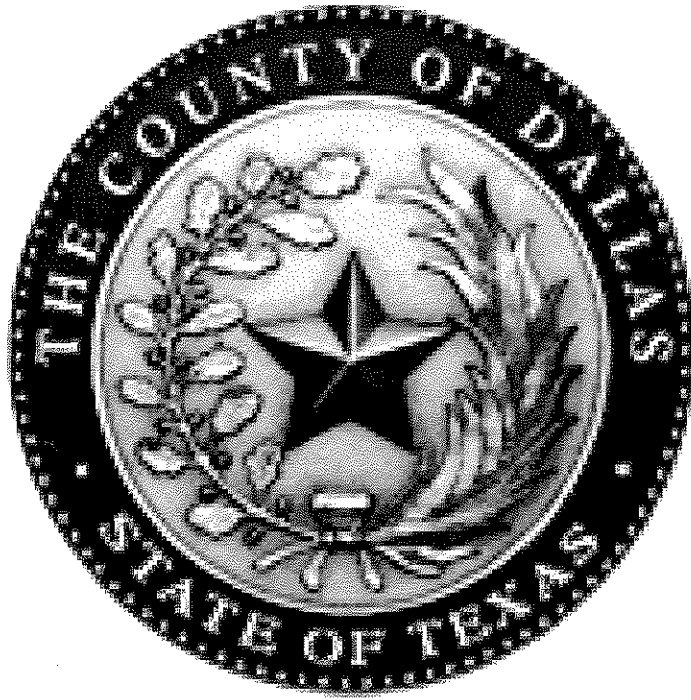
15.8 Waiver - No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

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

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

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

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



ACTION

ITEM L.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Dallas Independent School District (DISD) Food Services Agreement and Juvenile Justice Alternative Education Program (JJAEP)

Background of Issue:

In order to more effectively serve and provide nutritious meals to Dallas County students, the Juvenile Justice Alternative Education Program (JJAEP) and Dallas ISD are combining their efforts. During the school year, many children receive free and reduced-price breakfast and lunch through the National School Breakfast and School Lunch Programs. Hunger is one of the most severe roadblocks to the learning process. Hunger also may make children more prone to illness and other health issues. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities:

- A. The Contractor shall produce food from a kitchen that is certified from the State of Texas or a local authority. The following shall be provided to the children daily during the school year:
 - On-site breakfast and lunch
 - Special menus for children with conditions necessitating a modified diet
- B. All meals furnished will meet or exceed U.S.D.A. requirements of nutrition for children as set out in the National School Lunch and School Breakfast Program guidelines.

Impact on Operations and Maintenance:

The Agency will order meals daily based on student enrollment and attendance. The Agency reserves the right to increase or decrease the number of meals ordered on a daily basis if mutually agreed upon between the parties of this contract with ten (10) days notice.

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for incomplete meals and meals rejected because they do not comply with the Child Nutrition Program specifications. The Agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

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.

*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

Legal Information:

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

Financial Impact/Considerations:

This information has been reviewed by Carmen Williams, Budget Supervisor.

The Agency agrees to pay the Contractor the rate of:

For Breakfast: \$2.10

For Lunch: \$3.30

For Snack: N/A

Performance Impact Measures:

There are no specific performance measures.


Project Schedule/Implementation:

The term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. Each party may terminate this agreement by notification given at least ninety days (90) in advance of the desired date of termination.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the proposal to have the Dallas Independent School District provide food services for the Juvenile Justice Alternative Education Program.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, 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, to more effectively serve and provide nutritious meals to Dallas County students, Juvenile Justice Alternative Education Placement (JJAEP) and Dallas ISD are combining their efforts; and

WHEREAS, during the school year, many children receive free and reduced-price breakfast and lunch through the National School Breakfast and School Lunch Programs. Hunger is one of the most severe roadblocks to the learning process. Hunger also may make children more prone to illness and other health issues. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities; and

WHEREAS, the Contractor shall produce food from a kitchen that is certified from the State of Texas or a local authority. The following shall be provided to the children daily during the school year: on-site breakfast and lunch and/or special menus for children with conditions necessitating a modified diet; all meals furnished will meet or exceed U.S.D.A. requirements of nutrition for children as set out in the National School Lunch and School Breakfast Program guidelines; and

WHEREAS, the Agency will order meals daily based on student enrollment and attendance. The Agency reserves the right to increase or decrease the number of meals ordered on a daily basis if mutually agreed upon between the parties of this contract with ten (10) days' notice. The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for incomplete meals and meals rejected because they do not comply with the Child Nutrition Program specifications. The Agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection; and

WHEREAS, the current 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.

WHEREAS, the Agency agrees to pay the Contractor the rate of:
For Breakfast: \$2.10
For Lunch: \$3.30
For Snack: N/A; and

WHEREAS, the term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. Each party may terminate this agreement by notification given at least ninety days (90) in advance of the desired date of termination at the end of each contractual renewal period; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the Interlocal Agreement between Dallas ISD Food and Nutrition Services and the Juvenile Justice Alternative Education Placement (JJAEP).

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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



Interlocal Agreement

This Agreement, entered into this 1st day of August 2015, is between the Dallas County Juvenile Justice Alternative Education Program (referred to as DCJJAEP) and the Dallas Independent School District (referred to as Dallas ISD) and implemented by Food and Child Nutrition Services (referred to as FCNS).

In order to more effectively serve and provide nutritious meals to Dallas County students, DCJJAEP and Dallas ISD are combining their efforts. With the collaboration and support of DCJJAEP, Dallas ISD FCNS will offer participation in the School Breakfast and National School Lunch Programs to students enrolled in DCJJAEP. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities:

Roles and Responsibilities:

- Dallas ISD will:
- Add Dallas County JJAEP site to the Child Nutrition Programs Agreement with the Texas Department of Agriculture.
- Claim meals for students served to all students enrolled in JJAEP, campus organization number 096.
- Prepare, serve, and account for student participation in the School Breakfast and National School Lunch Program.
- Provide staff to handle preparation, service and accountability for program operation.
- Provide equipment as needed to prepare and serve meals; may need additional electrical needs from Dallas County JJAEP.

Dallas County JJAEP will:

- Revise the JJAEP checklist that accompanies the student to allow the sending school district to indicate if the student is eligible for free, reduced or full price meals.
- Identify meal service schedules that meet program regulations.

PAYMENT

There will be minimal costs associated with participation for non-enrolled DCJJAEP students. The price for 2014-2015 is \$2.10 for breakfast and \$3.30 for lunch. Meal Price will remain the same for 2015-2016 school year. The meal price will be evaluated annually. In the event of a price increase, DCJJAEP will be notified, in writing, sixty (60) days before the effective change. An estimated/projected annual cost would be \$25,000- \$35,000. There is no way to project an actual amount until actual numbers are identified. Dallas County Juvenile Department will be billed monthly for the actual cost. JJAEP staff will be allowed to purchase food items at an A la carte price as available.

TERM

The term of this Agreement shall be from August 1, 2015 to June 30, 2018 on the date of execution. This agreement is subject to review and revision at the request of either party by June first of each year.



TERMINATION

Each party may terminate this agreement by giving written notification to the other party at least ninety (90) days in advance of the desired date of termination.

NOTICE of Parties: Dora Rivas, Executive Director
Food & Child Nutrition Services
1515 Al Lipscomb Way
Dallas, Texas 75215

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

The written notice shall be given to the Director of the Juvenile Department's designee, the Deputy Director of Educational Services at 214.698.2200.

LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

Each party shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or the end of the special revenue fund grant, without either party incurring any liability to the other party as a result of the termination, including early termination charges if applicable. Dallas ISD will have the right to retain payment for services rendered to Agency through June 30, 2018. Termination of Agreement under this paragraph is to be considered Termination without Cause.

LIABILITY OF PARTIES

DCJJAEP and Dallas ISD agree that both DCJJAEP and Dallas ISD shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either DCJJAEP or Dallas ISD under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

SOVEREIGN IMMUNITY

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



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

DALLAS COUNTY JUVENILE BOARD:

**DALLAS INDEPENDENT SCHOOL
DISTRICT BOARD:**

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

By: _____
Miguel Solis, Board President
Dallas Independent School District

RECOMMENDED BY:

BY: _____
Terry S. Smith, Ph.D., Executive Director
Dallas County Juvenile Department

By: _____
Dan Micciche, Board Secretary
Dallas Independent School District

By: _____
Mike Miles, Superintendent of Schools
Dallas Independent School District

APPROVED AS TO FORM*:

BY: _____
Denika Caruthers
Administrative Legal Advisor
Dallas County Juvenile Justice Department

By: _____
Legal Services
Dallas Independent School District

*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).



Interlocal Agreement

This Agreement, entered into this 1st day of August 2015, is between the Dallas County Juvenile Justice Alternative Education Program (referred to as DCJJAEP) and the Dallas Independent School District (referred to as Dallas ISD) and implemented by Food and Child Nutrition Services (referred to as FCNS).

In order to more effectively serve and provide nutritious meals to Dallas County students, DCJJAEP and Dallas ISD are combining their efforts. With the collaboration and support of DCJJAEP, Dallas ISD FCNS will offer participation in the School Breakfast and National School Lunch Programs to students enrolled in DCJJAEP. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities:

Roles and Responsibilities:

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- Prepare, serve, and account for student participation in the School Breakfast and National School Lunch Program.
- Provide staff to handle preparation, service and accountability for program operation.
- Provide equipment as needed to prepare and serve meals; may need additional electrical needs from Dallas County JJAEP.

Dallas County JJAEP will:

- Revise the JJAEP checklist that accompanies the student to allow the sending school district to indicate if the student is eligible for free, reduced or full price meals.
- Identify meal service schedules that meet program regulations.

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There will be minimal costs associated with participation for non-enrolled DCJJAEP students. The price for 2014-2015 is \$2.10 for breakfast and \$3.30 for lunch. Meal Price will remain the same for 2015-2016 school year. The meal price will be evaluated annually. In the event of a price increase, DCJJAEP will be notified, in writing, sixty (60) days before the effective change. An estimated/projected annual cost would be \$25,000- \$35,000. There is no way to project an actual amount until actual numbers are identified. Dallas County Juvenile Department will be billed monthly for the actual cost. JJAEP staff will be allowed to purchase food items at an A la carte price as available.

TERM

The term of this Agreement shall be from August 1, 2015 to June 30, 2018 on the date of execution. This agreement is subject to review and revision at the request of either party by June first of each year.



TERMINATION

Each party may terminate this agreement by giving written notification to the other party at least ninety (90) days in advance of the desired date of termination.

NOTICE of Parties: Dora Rivas, Executive Director
Food & Child Nutrition Services
1515 Al Lipscomb Way
Dallas, Texas 75215

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

The written notice shall be given to the Director of the Juvenile Department's designee, the Deputy Director of Educational Services at 214.698.2200.

LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

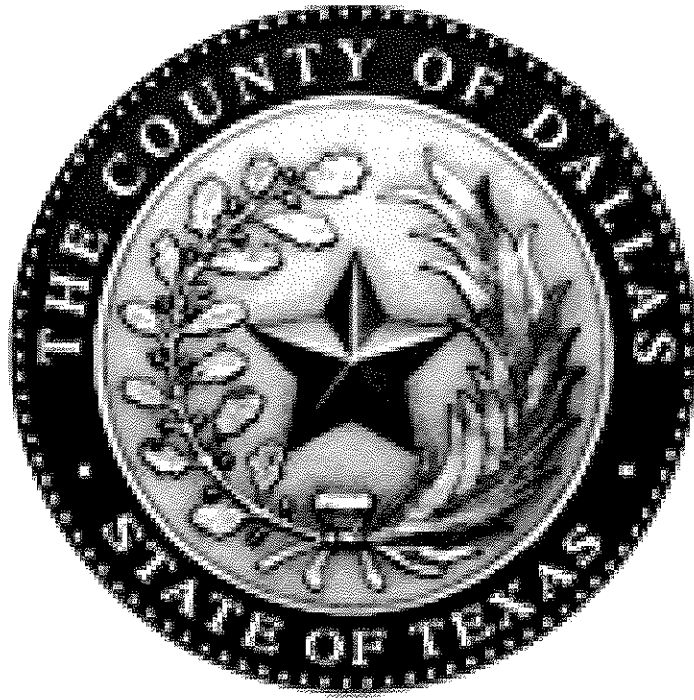
Each party shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or the end of the special revenue fund grant, without either party incurring any liability to the other party as a result of the termination, including early termination charges if applicable. Dallas ISD will have the right to retain payment for services rendered to Agency through June 30, 2018. Termination of Agreement under this paragraph is to be considered Termination without Cause.

LIABILITY OF PARTIES

DCJJAEP and Dallas ISD agree that both DCJJAEP and Dallas ISD shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign or governmental immunity available to either DCJJAEP or Dallas ISD under Texas law and without waiving any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

SOVEREIGN IMMUNITY

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



ACTION ITEM M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Request to contract with Victoria County for residential services during FY2016

Background of Issue:

The Dallas County Juvenile Department entered into an inter-local agreement (ILA) with Victoria County for use of the Victoria Regional Juvenile Justice Center (VRJJC) as a residential placement option in FY2008. The Juvenile Department utilizes the Victoria County facility for difficult to place youth who have been unsuccessful in several previous placements; youth who exhibit aggressive behaviors; and youth who have an extensive run away history. A total of five (5) Dallas County youth received treatment at VRJJC during the review period. Currently, one (1) Dallas County youth remains in treatment at the facility. The purpose of this briefing is to request the Juvenile Board's approval to enter into an ILA with Victoria County for residential treatment services during FY2016.

Evaluation Process:

The evaluation process for contract renewal involves an analysis of the contractor's performance outcomes in comparison to a three year historical average for the department's contract secure facility programs. The performance criterion includes the rate of successful discharge, the average length of stay for successfully discharged youth (for the period July 1, 2014 – June 30, 2015), as well as the contractor's rate of recidivism which was determined through an analysis of all cases which successfully discharged from the contractor's facility during the twelve month period of January 1, 2014 – December 31, 2014. The utilization of this timeframe allowed for the analysis of recidivism on successfully discharged youth at six (6) months post-discharge.

An analysis of the contractor's performance data for the review periods revealed the following performance outcomes for the FY2015:

FY2015 Performance Evaluation Criteria	DCJD FY2015 Performance Measures for Secure Facilities	VCRIJC FY2015 Performance Outcomes
Rate of Successful Discharge:	80%	80%
Rate of Recidivism for Successful Discharges:	30%	0%*
Avg. Length of Stay for Successful Discharges:	203 days (average) 180 days (standard)	211 days

* = Outcome considered skewed due to the minimal number of successful discharges (2) during the review period.

*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 contractor's rate of recidivism for successful discharges (0%) is considered to be skewed as the outcome is based on the successful discharge of only two (2) Dallas County youth during the review period. The contractor's FY2014 performance outcome for recidivism was 33%.

The evaluation process for contract renewal also includes a review of the contractor's Compliance Performance Rating Profile report which reflects the outcome of the Texas Juvenile Justice Department's (TJJD) standards compliance monitoring visit. The facility's post-adjudication program received an overall score of 99.11% for the FY2015 monitoring visit which took place on November 13, 2014.

The Juvenile Department's FY2015 annual site review of the Victoria County facility was conducted on March 24, 2015 by the department's Contract Services Unit. The results of the site review were favorable.

Impact on Operations and Maintenance:

The Contract Services Unit will administer and monitor this contract. Field and Assessment Probation staff will refer youth to this program for treatment. Subsequent to the recommendation of probation staff, the District Courts will court-order youth to the residential placement program.

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 residential treatment for youth/families involved in the juvenile justice system.*

Legal Impact:

Contract Services has successfully negotiated with Victoria County to revise the ILA to include language that is consistent with the Juvenile Department's residential services contract. The ILA has been reviewed and approved by Administrative Legal Advisor, Denika Caruthers. The ILA will require the signature of the Chairman of the Juvenile Board and the Dallas County Judge. The contract document is included in this briefing as Attachment One.

Financial Impact/Considerations:

There will be no change in the reimbursement rate structure for FY2016. The rate structure, which is consistent with rates established by TJJD, will remain at the following per diems for FY2016:

Post Adjudication Specialized Level (Pregnant Females):	\$ 140.00
Post Adjudication Moderate Level (Males and Non-Pregnant Females):	\$ 98.00

Funding for this program will be utilized from the Juvenile Department's 5110 budget and by grants provided by the Texas Juvenile Justice Department and Criminal Justice Division.

Performance Measures Impact:

The Department will set FY 2016 performance goals and objectives based on FY 2015 evaluation criterion (e.g., length of stay, successful program completion, and recidivism rates). The provider will be notified of these targets and informed that their performance and individual evaluation scores will be the initial impetus in recommending contract renewal for FY 2017. Contract Services staff will evaluate the provider's ability to achieve the set performance goals and objectives.

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

Project Schedule/Implementation:

The term of the contract shall run from September 1, 2015 until August 31, 2016.

Minority/Women-Owned Business Enterprise:

Not applicable to this agreement.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to contract with Victoria County for residential treatment services for Dallas County youth at the Victoria Regional Juvenile Justice Center during FY2016.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the inter-local agreement with Victoria County allows the Juvenile Department to refer youth to Victoria County's Victoria Regional Juvenile Justice Center (VRJJC) Post-Adjudication Program in Victoria, Texas for residential treatment; and

WHEREAS, the rate structure, which is consistent with rates established by the Texas Juvenile Justice Department (TJJD), will remain as indicated below for FY2016; and

Post Adjudication Specialized Level (Pregnant Females):	\$ 140.00
Post Adjudication Moderate Level (Males/Non-Pregnant Females):	\$ 98.00

WHEREAS, funding will be provided by utilizing the Juvenile Department's 5110 budget and by grants provided by the TJJD and Criminal Justice Division; and

WHEREAS, the contract term is from September 1, 2015 through August 31, 2016; 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 residential treatment for youth/families involved in the juvenile justice system.*

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the Dallas County Juvenile Department's request to contract with Victoria County for provision of residential treatment services for Dallas County youth in the Victoria Regional Juvenile Justice Center, Post-Adjudication Program in Victoria, Texas for FY2016.

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

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

ATTACHMENT ONE

CONTRACT AND AGREEMENT FOR SECURE LONG-TERM
RESIDENTIAL SERVICE OF JUVENILE OFFENDERS
SPACE AVAILABLE

STATE OF TEXAS §

COUNTY OF VICTORIA §

VICTORIA COUNTY JUVENILE BOARD
VICTORIA COUNTY JUVENILE JUSTICE CENTER
Residential Services

September 1, 2015 – August 31, 2016

This Agreement is entered into by and between **Dallas County**, acting by and through its duly authorized representative (**hereinafter, "Juvenile Probation"**) and the **Victoria County Juvenile Board**, acting by and through its duly authorized representative and County Judge, concerning residential care services provided at the **Victoria County Juvenile Justice Center** (**hereinafter "the Facility"**) by the **Victoria County Juvenile Services Department** (**hereinafter, "Service Provider"**) pursuant to license granted by the Texas Juvenile Justice Department, and/or any other appropriate State agency with licensure or regulatory authority over the facility ("**Service Provider**").

ARTICLE I
PURPOSE

- 1.01 The purpose of this Residential Services Agreement is to provide Juvenile Probation with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The Facility to be utilized is operated by Service Provider, and is located at 97 Foster Field Dr., Victoria, Texas 77904.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for 12 months commencing **September 1, 2015 – August 31, 2016**. It shall be automatically renewed for one year terms thereafter, commencing September 1st and ending August 31st, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
SERVICES

- 3.01 The two level of care services delivery criteria as well as the required description of the characteristics of children will be in accordance with the definitions determined by the Texas Juvenile Justice Department.

Service Provider will provide the following level of care services:

- A. **Basic Level of Care** consists of a structured, supportive residential setting that is designed to maintain or improve the child's functioning. It includes routine guidance and supervision to ensure the child's safety, involvement in age-appropriate structured activities, rehabilitative services and guidance from professionals or paraprofessionals to help the child attain or maintain functioning appropriate to the child's age and development.

Basic Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. All Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department and certified by the local juvenile board qualify for the daily rate listed above.

- B. **Specialized Level of Care** consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning. These services reflect a full range of social, psychosocial, and rehabilitative interventions and may include, but are not limited to, substance abuse services, sex offender treatment, special populations, mental health services and services for pregnant females. Specialized programming is developed and implemented by appropriately credentialed professionals.

The provision of individual, group and family therapy and other therapeutic interventions and programs, are managed and administered by appropriately licensed mental health professionals (e.g., psychiatrists, psychologists, therapists, counselors or paraprofessional staff under the direct supervision of professional therapists or counselors).

Review of a child's continued need for specialized services shall be conducted at least every 90 days by an appropriate mental health professional and/or treatment team.

Specialized Level of Care requires the facility meet all applicable standards under Title 37 Texas Administrative Code. Secure Post-adjudications facilities that are registered with the Texas Juvenile Justice Department (TJJD) and certified by the local juvenile board may qualify for this higher level of funding by submitting an application to TJJD for approval.

- 3.02 Service Provider will perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults,

food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone).

- B. Provide and document paraprofessional counseling, off-campus visits or furloughs, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian.
- C. Initiate and document meetings and attempted meetings among Service Provider, Juvenile Probation staff and contracted children for the purpose of justifying continued placement. Justification shall be done at a minimum of every ninety (90) days. A copy of the placement justification shall be submitted to Juvenile Probation within ten (10) working days.
- D. Ensure that the child's parent(s) or legal guardian(s) and Juvenile Probation are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. Juvenile Probation and parents will be informed immediately if during working hours. After normal working hours, every effort will be made to notify Juvenile Probation and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- E. The Service Provider agrees to conduct the first monthly family counseling session within the first 30 days of initial placement with the Client, parent(s) and Client's assigned caseworker.
- F. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Service Provider staff at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary and determining the need for continued placement outside of the child's natural home. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved in the placement; and shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- G. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
- H. Provide Juvenile Probation with a written report of the child's progress on a monthly basis in a Monthly Progress Report.
- I. Document and maintain records of all goods and services provided to contracted children. These records shall contain, but are not limited to: hours of services provided, number of children served, average length of stay per client, total hours of

counseling or treatment provided. These records shall be made available to Juvenile Probation for periodic inspection.

- J. Document and maintain records pertaining to the effectiveness of goods and services provided to contracted children. These records shall contain, but are not limited to: percentage of children in program successfully achieving set educational goals, percentage of children achieving set vocational goals, percentage of children achieving set social skills goals, percentage of youth demonstrating overall progress, and number and type of investigations made by the Department of Family and Protective Services or any law enforcement agency due to reports of abuse and/or neglect. These records shall be made available to Juvenile Probation for periodic inspection.
- K. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as clothing, or other expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Juvenile Probation, to be paid by either Juvenile Probation, Medicaid or health insurance.. However in no case shall a child be denied any needed medical/psychiatric treatment or clothing due to the inability to pay.
- L. Facility agrees to maintain web-conferencing capabilities to allow for audio and visual communication between the Dallas County, facility staff, residents and the parent/guardian. Web-conferencing will be utilized for contacts including, but not limited to, treatment planning, case staffings, utilization reviews and family counseling sessions.
- M. Facility agrees to ensure that Clients are placed in compatible foster home environments. The basis for determining compatibility should include, but is not limited to; information from documented assessments of the Client and the Clients identified treatment needs. The Contractor shall not place non-sex offending Clients in living quarters with sex offenders.
- N. Facility shall notify the Dallas County Juvenile Probation Department when client leaves their facility due to **any reason**, including; admittance into a medical and/or psychiatric hospital of any kind, in which the Dallas County Juvenile Department's Contract Services unit will be internally notified.

ARTICLE IV EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Ensure children complete residential placement.
 2. Prevent re-referrals of children during the six (6) months following release from residential placement.
 3. Ensure children move down in their Level of Care as they progress in the treatment program.
- B. Juvenile Probation shall additionally evaluate Service Provider by the following output measures (in actual numbers of units of service and activities):
1. The total number of children placed in residential placement.
 2. The total number of children who were discharged from residential placement successfully.
 3. The total number of re-referrals of children discharged from placements within six (6) months after release.
 4. The total number of children who move down in their Level of Care.
 5. The average length of time before a child moves down in the Level of Care.
- C. Juvenile Probation shall further evaluate Service Provider by the following outcome measures:
1. Percentage of children in residential placement who will complete their placement as a successful discharge.
 2. Percentage of children who have completed their placement and not re-referrals within six (6) months after release.
 3. Percentage of children who move down in their Level of Care.

Notwithstanding the foregoing criteria for evaluation, nothing herein shall be construed as a guaranty of outcome or performance by any child.

- 4.02 Service Provider shall report on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will be reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay the Service Provider the sum of \$98.00 per day, excluding the last day of placement, for each child whether male or female, admitted under "Basic" Level of Care, \$140.00 per day, excluding the last day of placement, for each child admitted under "Specialized" Level of Care. The Levels of Care are defined by the Texas Juvenile Justice Department. The daily rate shall be paid to the Service Provider for each day a child is in residential treatment pursuant to billing and paying procedures agreed upon by Juvenile Probation and Service Provider.

The Female Offender and Pregnant Offender Programs are recognized as a Specialized Treatment program and payment for the same shall be at the Specialized Level Care rate set forth above. **Payment is due within 30 days of receipt of billing and shall be mailed to:**

**Victoria County Juvenile Justice Center
97 Foster Field Dr.
Victoria, Texas 77904
ATT: Pama Hencerling, Chief JPO**

- 5.02 Psychiatric services will be provided to the child on an as needed basis and shall be billed to Juvenile Probation. An initial psychiatric/psychological evaluation that has been conducted within the last 12 months is required prior to acceptance into the program.
- 5.03 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 5.04 Juvenile Probation shall be responsible for all of the juvenile's medical expenses.

If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility (hereinafter, "**Outside Treatment**") is required for a child placed in the Facility, the Administrator of the Facility (hereinafter, "the Administrator") is authorized to secure the Outside Treatment at the expense of Juvenile Probation. The Administrator shall notify Juvenile Probation of Outside Treatment within twenty-four (24) hours of its occurrence.

If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Service Provider for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Facility shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Service Provider must notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Service Provider shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.

Juvenile Department does not expect the Service Provider to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will the Facility be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.

The Service Provider must obtain written documentation of the approval of the Client's probation officer for any over-night stay away from the residential facility unless it is considered part of the Service Provider's rehabilitation program. Prior written approval must also be received and documented for any home visit. In the event of an emergency overnight-stay, Service Provider shall obtain written approval from the Client's probation officer within 72 hours of the Client departing from the facility. The Service Provider should also inform Dallas County Contract's Manager with regard to a client's over-night stay away from the residential facility.

The Service Provider will adhere to Prison Rate Elimination Act, Subpart D – Standards for Juvenile Facilities Prevention Planning.

- 5.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this Contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
1. Service Provider has an outside audit completed on a yearly basis which specifies receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
 2. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 5.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 5.07 In the event that State Reimbursement Rates are increased during the duration of the terms Of this Contract, the new rates will become effective reflecting those of the increase.
- 5.08 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 5.09 Service Provider will provide certification of eligibility to receive state funds as required by

Texas Family Code Section 231.006.

- 5.10 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE VI
ADDITIONAL TERMS & AGREEMENTS

- 6.01 Prior to transporting a child to the Facility for placement, Juvenile Probation shall call the Facility to ensure that space is available. Placement of children by Juvenile Probation may be denied if space limitations require as determined by the Facility.
- 6.02 A child will only be accepted in the Facility upon receipt by the Administrator of a proper order from the Juvenile Court of **Dallas County** and other documentation required by Service Provider.
- 6.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 6.04 If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, or unmanageable, unsuitable for the program or combination of such conditions or characteristics or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify Juvenile Probation of **Dallas County** of this determination. It will be the responsibility of Juvenile Probation to provide for the transportation for the removal of the child and shall be removed as soon as practicable, but in no event longer than seven (7) working days after notification.
- 6.05 Service Provider, agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 6.06 It is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives a written authorization from the Juvenile Probation Department that originally authorized the placement of the child.
- 6.07 It is further understood and agreed by the parties that children placed in the Facility may be released to the Juvenile Probation or other appropriate authority of **Dallas County** pursuant to: (a) Section 6.04 of this Contract or, (b) an Order of Release signed by the Judge of the Juvenile Court of **Dallas County**.
- 6.08 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit **Dallas County**, its agents, servants, or employees in any way to manage, control, direct or instruct Service Provider, its director, officers, employees, agents,

shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of **Dallas County** shall control the conditions and terms of detention supervision as to a particular child pursuant to Texas Family Code, Section 51.12.

- 6.09 Juvenile Probation reserves the right to terminate the child's placement with Service Provider at its discretion. Service Provider must not release a child to any person or agency other than Juvenile Probation without the written consent of an authorized agent of Juvenile Probation.

ARTICLE VII
EXAMINATION OF PROGRAM & RECORDS

- 7.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 7.02 Service Provider shall provide to Juvenile Probation such descriptive information contracted children as requested on forms provided by Juvenile Probation.
- 7.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.
- 7.04 Service Provider will keep a record of all services provided to Juvenile Probation under this agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- 7.05 "Contractor (aka "Service Provider") understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the contractor and the requirement to cooperate is included in any subcontract it awards."

ARTICLE VIII
CONFIDENTIALITY OF RECORDS

- 8.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Contract, or as may be required by law.

ARTICLE IX
DUTY TO REPORT

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

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by Dallas County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number, 214-698-4299.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to children placed by Dallas County Juvenile Probation Department, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.

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

9.03 As used within this Agreement:

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

ARTICLE X
CRIMINAL HISTORY SEARCHES

10.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility

or juvenile justice program that may have direct unsupervised access to children in the facility or program.

10.02 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.
- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
- C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

10.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising there from have been resolved.

10.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
- B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
- C. A current felony deferred adjudication, probation or parole;
- D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
- E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
- F. A current jailable misdemeanor deferred adjudication, probation or parole; or
- G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

10.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

- 10.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 10.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE XI
DISCLOSURE OF INFORMATION

- 11.01 Service Provider warrants that, prior to entering this Contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and/or exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
 - G. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program that have a disqualifying criminal history.
- 11.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor,

agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XII
EQUAL OPPORTUNITY

- 12.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XIII
ASSIGNMENT & SUBCONTRACT

- 13.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIV
OFFICIALS NOT TO BENEFIT

- 14.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV
DEFAULT

- 15.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XVI
TERMINATION

- 16.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 16.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVII
WAIVER OF SUBROGATION

- 17.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Victoria** or any political subdivision thereof;
 - C. Victoria County will maintain in force 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 Probation. Furthermore Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable

Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XIV
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Victoria County, Texas**.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in **Victoria County, Texas**.

ARTICLE XXI
LEGAL CONSTRUCTION

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

ARTICLE XXII
PRIOR AGREEMENTS SUPERSEDED

- 22.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by **Juvenile Probation** for the children placed in the Facility by the Judge of **Dallas County** having juvenile jurisdiction.

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

IN WITNESS WHEREOF, we here unto affix our signature this _____ day of _____, 2015.

Dallas County Juvenile Department

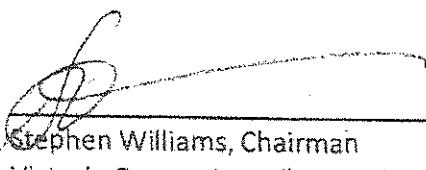
Victoria County Juvenile Justice Center

Clay Jenkins, Dallas County Judge



Ben Zeller, Victoria County Judge

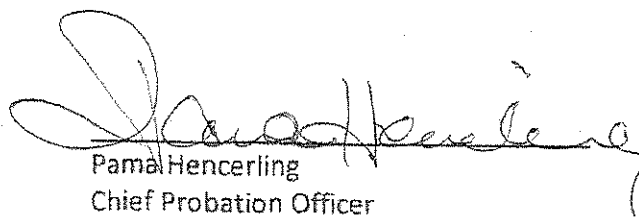
Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



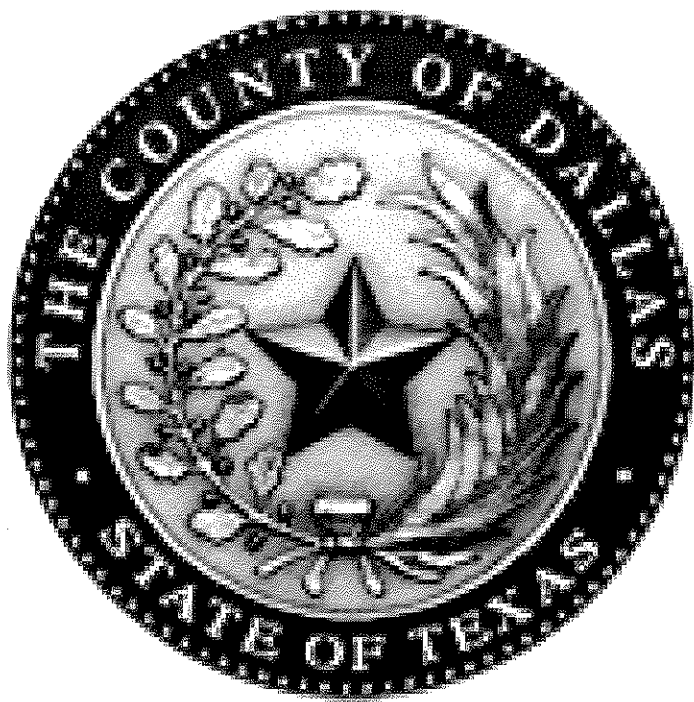
Stephen Williams, Chairman
Victoria County Juvenile Board

RECOMMENDED BY:

Terry S. Smith, Ph. D.
Chief Probation Officer
Dallas County Juvenile Department



Pamela Hencerling
Chief Probation Officer
Victoria County Juvenile Department



ACTION ITEM N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Youth Service Advisory Board Juror Fund Recommendation for Fiscal Year 2016

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. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department.

At its July 20, 2015 board meeting, YSAB approved the following allocation for juror funds for Fiscal Year 2016:

Program Name	Amount
<i>Department Initiative</i>	
Youthful Offender Court	\$ 4,600.00
<i>Community Organization</i>	
AIM	\$ 40,000.00
Succeeding at Work	\$ 40,000.00
Big Thought	\$ 26,000.00
Total Allocation	\$ 110,600.00

A description of the funds is outlined in an attachment, Grant Descriptions. The purpose of this briefing is to request authorization to fund the initiatives as recommended by the YSAB.

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 policy.

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 is required for allocation and expenditure of Juror Funds.

Financial Impact/Considerations:

All new initiatives related to this request will be supported by the Juror Fund (Funding Source 532-94065). This item has been reviewed by Carmen Williams, Budget Supervisor.


Performance Impact Measures:

Each program presented specific anticipated performance measures in its initial application. They are required to turn in annual performance measure report to the Youth Services Advisory Board.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2016, in the amount of \$110,600.00.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the 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; and

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

WHEREAS, at its July 20, 2015 board meeting, YSAB approved the following allocation for juror funds for Fiscal Year 2016 in the amount of \$110,600.

Program Name	Amount
<i>Department Initiative</i>	
Youthful Offender Court	\$ 4,600.00
<i>Community Organization</i>	
AIM	\$ 40,000.00
Succeeding at Work	\$ 40,000.00
Big Thought	\$ 26,000.00
Total Allocation	\$ 110,600.00

A description of the funds is outlined in an attachment, Grant Descriptions. The purpose of this briefing is to request authorization to fund the initiatives as recommended by the YSAB; and

- WHEREAS,** approval from the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds; and
- WHEREAS,** all new initiatives related to this request will be supported by the Juror Fund (Funding Source 532-94065). This item has been reviewed by Carmen Williams, Budget Supervisor; and
- WHEREAS,** 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 policy; and
- WHEREAS,** 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.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2016, in the amount of \$110,600.00.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

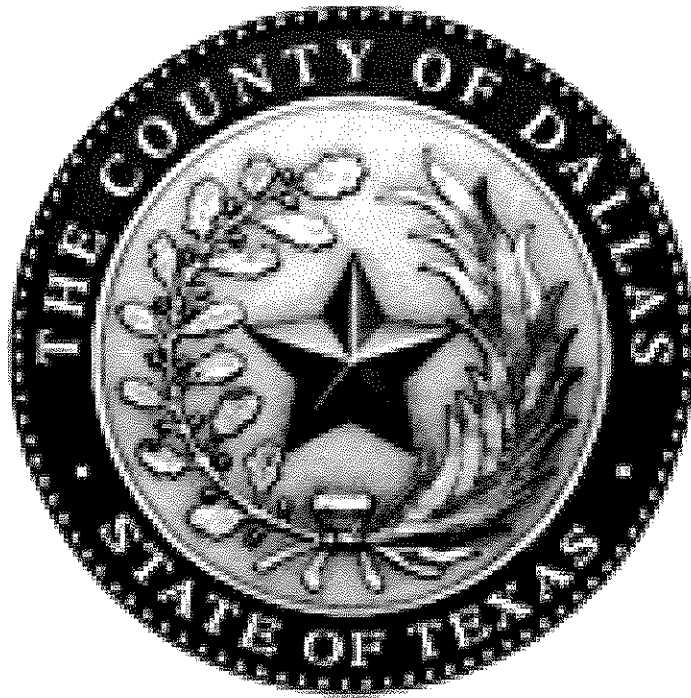
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION

ITEM O.



**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: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Ratification Grant Submission to the American Psychological Association (APA)

Background of Issue:

On June 30, 2015 the Dallas County Juvenile Department submitted a grant application to the American Psychological Association (APA) called [the] "APA Grants for Internship Programs." The grant request will assist the juvenile department with its goal to become an accredited APA internship placement. The dual purposes of this grant program are to expand the number of internship positions nationwide and promote quality training for professional practice. For psychology doctoral graduates, completion of an APA accredited internship program is the culmination of their doctoral training and is often a pre-requisite for licensure (in many states) and future employment with federal agencies. Having an APA accredited internship program allows the Dallas County Juvenile Department to remain relevant and recruit top graduates from psychology doctorate programs across the country to work with Dallas County youth in residential and community settings. Other Texas juvenile departments with APA accredited internship programs include Travis County, Harris County, Bexar County and Texas Juvenile Justice Department.

Impact on Operations and Maintenance:

The Dallas County Juvenile Department Clinical Services Division will take "ownership" of the APA accreditation process and the subsequent doctoral internship program. The APA accreditation process is an extensive, peer review examination of standards, outcomes and quality of psychological training. It is intended to promote consistent quality and excellence in education and training in professional psychology. This process can take from one to two years before an agency becomes accredited and eligible to be matched with doctoral interns. The grant request included funding for accreditation application fees and fees for a consultant to assist with the application process. The consultant will come from a professional association with experience in assisting agencies that simultaneously develop a doctoral internship program and apply for APA accreditation.

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:

If awarded, the Dallas County Judge and the Dallas County Juvenile Board Chair may be required to sign documents on behalf of the Dallas County Juvenile Department.

Financial Impact/Considerations:

The Dallas County Juvenile Department requested \$24,400 for the following costs:

AMOUNT	PURPOSE	JUSTIFICATION
\$18,400	This fee will provide services at \$125/hour with approximately 147 hours of consultation services.	This will assist with creating an advanced internship program to directly benefit student participants. This fee will include a review of existing materials and processes. Consultant feedback and guidance will be provided in regards to any change or improvements the program would need to make in order to come into compliance with APA accreditation requirements.
\$600.00	Two site visits by consultation services estimated at \$300/trip from Austin to Dallas.	This will offer hands-on technical assistance and interaction with program staff.
\$2,000	Application Fee	This is payment for fees required with the application submission/self-study
\$3,400	A required site visit fee for two.	This will provide payment for two visitors in regards to the APA accreditation process.

This financial consideration has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

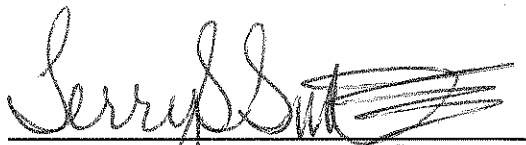
There are no specific performance measures related to this grant request. However, during the accreditation process the Dallas County Juvenile Department Clinical Services Division will develop goals and objectives for an internship program.

Project Schedule/Implementation:

If awarded, the accreditation process will begin with a self-study in September 2015. The accreditation process can take upwards of two years.

Recommendation:

It is recommended that the Dallas County Juvenile Board ratify the submission of the Dallas County Juvenile Department's grant for American Psychological Association Internship Programs.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** on June 30, 2015 the Dallas County Juvenile Department submitted a grant application to the American Psychological Association (APA) called [the] "APA Grants for Internship Programs." The grant request will assist the juvenile department with its goal to become an accredited APA internship placement. The dual purposes of this grant program are to expand the number of internship positions nationwide and promote quality training for professional practice; and
- WHEREAS,** for psychology doctoral graduates, completion of an APA accredited internship program is the culmination of their doctoral training and is often a pre-requisite for licensure (in many states) and future employment with federal agencies; and
- WHEREAS,** having an APA accredited internship program allows the Dallas County Juvenile Department to remain relevant and recruit top graduates from psychology doctorate programs across the country to work with Dallas County youth in residential and community settings; and
- WHEREAS,** other Texas juvenile departments with APA accredited internship programs include Travis County, Harris County, Bexar County and Texas Juvenile Justice Department; and
- WHEREAS,** the Dallas County Juvenile Department Clinical Services Division will take "ownership" of the APA accreditation process and the subsequent doctoral internship program. The APA accreditation process is an extensive, peer review examination of standards, outcomes and quality of psychological training; and
- WHEREAS,** it is intended to promote consistent quality and excellence in education and training in professional psychology this process can take from one to two years before an agency becomes accredited and eligible to be matched with doctoral interns; and

WHEREAS, the grant request included funding for accreditation application fees and fees for a consultant to assist with the application process. The consultant will come from a professional association with experience in assisting agencies that simultaneously develop a doctoral internship program and apply for APA accreditation; and

WHEREAS, the Dallas County Juvenile Department requested \$24,400 for the following costs:

AMOUNT	PURPOSE	JUSTIFICATION
\$18,400	This fee will provide services at \$125/hour with approximately 147 to 150 hours of consultation services.	This will assist with creating an advanced internship program to directly benefit student participants. This fee will include a review of existing materials and processes. Consultant feedback and guidance will be provided in regards to any change or improvements the program would need to make in order to come into compliance with APA accreditation requirements.
\$600.00	Two site visits by consultation services estimated at \$300/trip from Austin to Dallas.	This will offer hands-on technical assistance and interaction with program staff.
\$2,000	Application Fee	This is payment for fees required with the application submission/self-study
\$3,400	A required site visit fee for two.	This will provide payment for two visitors in regards to the APA accreditation process.

This financial consideration has been reviewed by Carmen Williams, Budget Supervisor; and

WHEREAS, If awarded, the Dallas County Judge and the Dallas County Juvenile Board Chair may be required to sign documents on behalf of the Dallas County Juvenile Department; and

WHEREAS, if awarded, the accreditation process will begin with a self-study in September 2015. The accreditation process can take upwards of two years; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board ratify the submission of the Dallas County Juvenile Department's grant for American Psychological Association (APA) Internship Programs.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

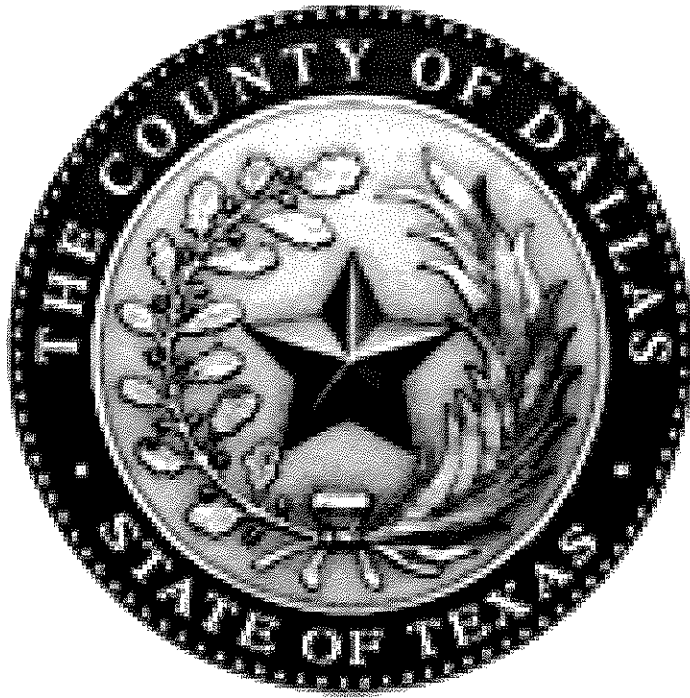
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



ACTION ITEM

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: July 27, 2015
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Management Training for Juvenile Department with Dr. Michael Lindsey

Background of Issue:

The Dallas County Juvenile Department is committed to ensuring upper management is provided with quality professional development opportunities. It is important to ensuring that quality leadership occurs, including an emphasis on training opportunities that enable managers to increase the overall effectiveness of the operation with the tools and skills necessary to accomplish the department's goals, which is to assist referred youth in becoming productive, law abiding citizens while promoting public safety and victim restoration.

The Juvenile Department has been active in empowering staff with a variety of training opportunities. The purpose of the current briefing is to request authorization for the Juvenile Department to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments.

Impact on Operations and Maintenance:

The current request is identified as a means of potentially improving interactions between upper and middle management and staff by providing strategies for change management, people skills, goal setting,

Strategic Plan Compliance:

This request complies with Vision 3: *Dallas County is safe, secured, and prepared as denoted by the following indicators: leverage impact in the County by implementing best practices and evaluate allocation of adult and juvenile justice resources around Dallas County.*

Legal Information:

The management training contract for "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" has been approved as to form by Denika Caruthers, Dallas County Juvenile Administrative Legal advisor.

Financial Impact/Considerations:

Training will consist of 2 half day training sessions at 4 hours each session costing \$1,750 per session. Total budget for training is \$3,500 which included all participants' materials. Funds will be provided by general fund 120-5110-5590. These funds were approved and authorized by Ms. Carmen Williams- Supervisor of Budget Services.

Performance Impact Measures:

Training will be provided to upper management with the goal of increasing the overall operation of the Juvenile Department by providing skills and tools from peer-reviewed, evidence-based, and best practices research.

Project Schedule/Implementation:

Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations will be implemented upon the review and approval of the Juvenile Board.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to authorize for the Juvenile Department to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holarctic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

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

WHEREAS, the Dallas County Juvenile Department is committed to ensuring upper management is provided with quality professional development opportunities, quality leadership occurs, including an emphasis on training opportunities that enable managers to increase the overall effectiveness of the operation with the tools and skills necessary to achieve the mission of the Department; and

WHEREAS, the Department wants to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holacratic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments; and

WHEREAS, 2 half day training sessions at 4 hours each session costing \$1,750 per session. Total budget for training is \$3,500 which included all participants' materials; and

WHEREAS, funds for the training will come from budget line item # 120-5110-5590 – General Fund's Other Professional Services; and

WHEREAS, this request complies with Vision 3: *Dallas County is safe, secured, and prepared as denoted by the following indicators: leverage impact in the County by implementing best practices and evaluate allocation of adult and juvenile justice resources around Dallas County.*

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's request to authorize for the Juvenile Department to contract with Dr. Michael Lindsey to provide "Leading by Learning to Follow in a Hierarchical (Pyramid) Organization with Holacratic (Self-Management) Aspirations" training which will aid the Juvenile Department reinforcing value and effectively utilize available resources to manage changing environments. It is further recommended 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 July, 2015.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board

***Professional Services Agreement
Between
Dallas County Juvenile Department
by and through the
Dallas County Juvenile Board
and
Nestor Consultants, Inc.***

This Agreement is between the Dallas County Juvenile Department 2600 Lone Star Drive Dallas, Texas 75212, and Nestor Consultants, Inc., P.O. Box 110759 Carrollton, Texas 75011.

In this Agreement, the party who is contracting to receive services shall be referred to as Dallas County Juvenile Department, and the party who will be providing the services shall be referred to as NESTOR.

NESTOR has a background in staff development, strategic planning, and management training, and is willing to provide services to the Dallas County Juvenile Department based on this background.

The Dallas County Juvenile Department desires to have services provided by NESTOR.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** On July 28 and July 29, 2015, NESTOR will provide the following services (collectively, the "Services"): two 4-hour sessions on management training for senior juvenile justice administrators.
- 2. PAYMENT.** The Dallas County Juvenile Department agrees to compensate NESTOR for Speaker Services in the amount of \$3,500.00 for these two 4-hour training sessions. The Speaker Services fee shall be payable upon an invoice by NESTOR for \$3,500.00 at the execution of this Agreement.
- 3. RELATIONSHIP OF PARTIES.** It is understood by the parties that NESTOR is an independent contractor with respect to the Dallas County Juvenile Department, and not an employee of the Dallas County Juvenile Department. The Dallas County Juvenile Department will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of NESTOR.
- 4. DISCLOSURE.** NESTOR is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions which conflict or may conflict with the best interests of the Dallas County Juvenile Department. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or

indirectly, to: Dr. Terry Smith, Executive Director of the Dallas County Juvenile Department.

5. EMPLOYEES. NESTOR's employees, if any, who perform services for the Dallas County Juvenile Department under this Agreement shall also be bound by the provisions of this Agreement.

6. ASSIGNMENT. NESTOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Dallas County Juvenile Department.

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Dallas County Juvenile Department:

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

If for NESTOR:

Nestor Consultants, Inc.
Michael Lindsey, JD, PhD
President
P.O. Box 110759
Carrollton, Texas 75011

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. SOVERIEGN 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.

9. INDEMNIFICATION. DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED

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

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

CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY, WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER. APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS. WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS

THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS. THESE PROVISIONS SHALL APPLY, WHETHER OR NOT ANY SUCH INJURY OR DAMAGE HAS BEEN, OR IS ALLEGED TO HAVE BEEN, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF INDEMNITEES, OR ON ANY OTHER THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INTENTIONAL WRONGDOING, STRICT PRODUCTS LIABILITY, OR THE BREACH OF A NON-DELEGATABLE DUTY.

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

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

1. The following minimum insurance coverage is required:

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

policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications. This insurance must be endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from County.

(b) Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle or any other any other vehicle on County property, contractor shall obtain minimum automotive insurance applicable to the state of Texas either through their company or rental agent.

11. 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.


12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13.. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Please sign, as indicated below, as accepting and understanding the terms and conditions of this Agreement.



Michael Lindsey, J.D., PhD
President
Nestor Consultants, Inc.

15 July 15
Date

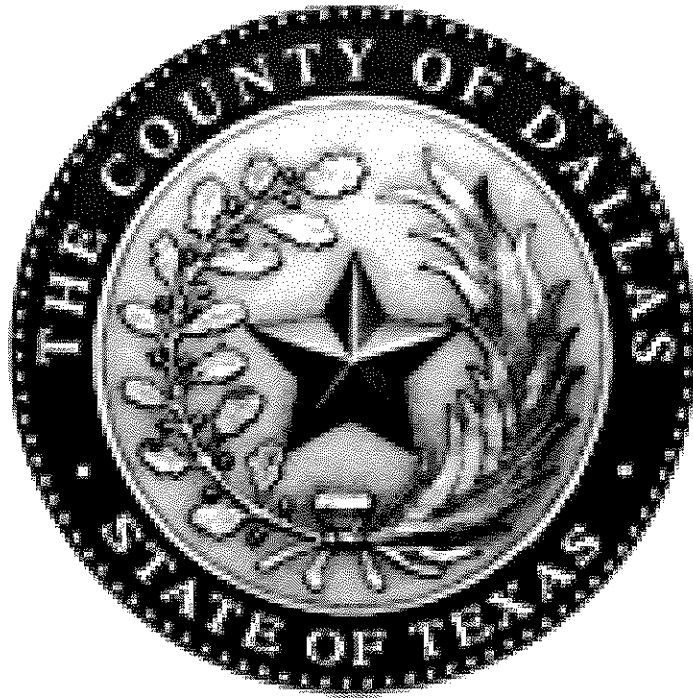
Judge Cheryl Shannon, Chairman
Dallas County Juvenile Board

Date

RECOMMENDED:

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

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



ACTION

ITEM Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Juvenile Processing Office – City of Combine Municipal Court and Combine Police Department

Background of the Issue:

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

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

Impact on Operations and Maintenance:

The City of Combine's Municipal Court and Police Department's Chief's office (Room 101) and Municipal Court Judge's office located at 123 Davis Road, Combine, Texas 75159 were previously designated as approved Juvenile Processing Offices on June 27, 2005 by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the City of Combine Municipal Court and Police Department, 123 Davis Road, Combine, Texas 75159 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 17, 2015. It has been determined this site remains suitable as Juvenile Processing Offices. The designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as Juvenile Processing Rooms.

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

In calendar year 2014, the Combine Police Department had no referrals to the Juvenile Department.

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

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3- Dallas County is *safe, secure, and prepared*.

Legal Impact:

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

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

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities related to taking a child into custody; said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning

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given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.

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

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Combine Municipal Court and Combine Police Department located at 123 Davis Road, Combine, Texas 75159, by approving the Police Chief's office (Room 101) and the Municipal Court Judge's office as designated Juvenile Processing Offices.

Recommended by:


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

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**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD**

- 1) Addison Police Department
Juvenile Processing/Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg
- 2) Balch Springs Police Department
Juvenile Room / #1
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958
- 3) Baylor Health Care Department of Public
Safety – Police Supervisors Room
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlena Colvin
- 4) Carrollton Police Department
Youth Services Section Rooms 142-JPO1,
143-JPO2, 112-JPO3
2025 Jackson Road
Carrollton, TX 75006
Sgt. Joseph Nault 972-466-4786
- 5) Cedar Hill ISD Police Department
Beltline Intermediate School
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088
- 6) Cedar Hill Marshall's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 7) Charlton Methodist Medical Center
3500 W. Wheatland-CID Office
Dallas, TX 75203
Lt. Kraft 214-947-7701
- 8) City of Combine Municipal Court
Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd.
Combine, TX 75159 972-476-8790
- 9) Cockrell Hill Police Department
Juvenile Interview Room and Sergeants Office
4125 W. Clarendon Drive
Dallas, TX 75211
Sgt. Beckman 214-339-4141
- 10) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593
- 11) Dallas Independent School District Police
Department
Holding Rm, Detail Rm, and Detectives Off
1402 Seegar Street
Dallas, TX 75215
Deputy Chief Gary Hodges 214-932-5610
- 12) DFW International Airport Police
Public Safety Station One, Conf. Rm 154
Small & Large Conference Room - CID
2900 E. 28th St.
DFW Airport, TX 75261
Sgt. Malcolm A. Mosely 972-574-5576

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- 13) Dallas County Hospital District
Police Department
Police Roll Call Room
5201 Harry Hines Blvd.
Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330
- 14) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
Interview Rooms 1-4 & Holding Rooms 1-3
414 S.R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 15) Dallas County Juvenile Department
Detention Center and Probation Dept.
Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, TX 75212 214-698-2200
- 16) Dallas County Sheriff's Department
Rooms C3-6 and C3-7
Frank Crowley Courts Building
133 N. Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 17) Dallas Police Department
Youth Division and Family Crimes
1400 S. Lamar
Dallas, TX 75201 214-671-3495
Lt. Willemina Edwards / Det. R.P. Dukes
- 18) Desoto Police Department
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 19) Duncanville Police Department
Juvenile Processing Rooms "Located in Lobby"
203 E. Wheatland Rd.
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 20) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 21) Duncanville Reed Middle School
Room #509
530 E. Freeman Road
Duncanville, TX 75116
Officer R.L. Perry 972-708-3949
- 22) Duncanville Byrd Middle School
Room #200F
1040 W. Wheatland Road
Duncanville, TX 75116
Inv. S. Ivy 972-708-3478
- 23) Duncanville Kennemer Middle School
Room labeled as "Police", located in Library.
7101 W. Wheatland Rd.
Dallas, TX 75229
Inv. L. Holcomb 972-708-3713
- 24) Eastfield Community College Police Dept.
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344
- 25) Eastfield Community College-Pleasant Grove
Campus Police Department
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344

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- 26) Farmers Branch Police Department
Juvenile Sect Rm / Rm 156 / Interview Rm 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt E.L. Stokes 972-919-9352
- 27) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 28) Glenn Heights Police Department
Patrol Sgt. Office, Squad Rm, CID Office & Lt. Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Kevon L. Howard 972-223-3478
- 29) Grand Prairie Johnson D.A.E.P.
Rooms 11
650 Stonewall Dr.
Grand Prairie, TX 75052
Off. Ray Star, S.R. Officer 972-262-7244
- 30) Grand Prairie Police Department
Rooms J1, J2, J3, J4, J5, J6, 1009, 1010 & 1029
1525 Arkansas Lane
Grand Prairie, TX 75052
Deputy Chief Mike Taylor 972-237-8716
- 31) Grand Prairie Young Men's Leadership
Academy at Kennedy Middle School
School Resource Office-A216A
2205 SE 4th Street
Grand Prairie, TX 75051
Leon Roddy, S.R. Officer 972-237-8764
- 32) Grand Prairie High School
Room 501
101 High School Dr.
Grand Prairie, TX 75050
Edward Rahman, S.R. Officer 972-809-5707
- 33) South Grand Prairie High School
A Hall - Resource Office-A121
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore, S.R. Officer 972-522-2560
- 34) South Grand Prairie High School
Ninth Grade Center, Room A110C
305 W. Warrior Trail
Grand Prairie, TX 75052
Off. T.S. Steelman, S.R. Officer 972-343-7607
- 35) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance 214-559-9306
- 36) Hutchins Police Department
"Patrol Room"
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225
- 37) Irving Police Department
Municipal Court Room, 2nd Floor
Juvenile Holding Area/Interview Lineup
Juvenile Arraignment Court Room
Irving, TX 75061
Investigator Jill Smith 972-721-6559
- 38) Lancaster Police Department
Rooms A148 and B122
1650 North Dallas Avenue
Lancaster, TX 75134
Asst. Chief W.C. Smith 972-218-2726
- 39) Lancaster ISD Police Department
Elsie Robinson Middle School
Room 'LISD Police'
822 W. Pleasant Run
Lancaster, TX 75146
Off. Keith Wilkerson 972-218-3086

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- 40) Lancaster ISD Police Department
Lancaster High School
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 41) Lancaster ISD Police Department
Headquarters
Room 603
814 W. Pleasant Run Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 42) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022,
2008, 4045 & 4047
777 North Galloway Ave.
Mesquite, TX 75149
Lt. David Gill 972-816-8096
- 43) Methodist Health System Police Dept.
1441 N. Beckley Ave, Front Lobby
Dallas, TX 75203
Lt. M.P. Barber 214-947-8181
- 44) Richardson Police Department
Youth Crimes Unit/Interview Rm, Rm D-214
140 N. Greenville Ave
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 45) Richland College Police Department
Pecos Hall- Rooms P161, P163, P170, P172,
and Kiowa Hall- Room K110
12800 Abrams Rd
Dallas, TX 75243
Lt. Sena 972-761-6758
- 46) Rowlett Police Department
Room 3, Juvenile Processing Room
4401 Rowlett Road
Rowlett, TX 75088
Lt. David Nabors 972-412-6215
Detective David Mayne 972-412-6292
- 47) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823
- 48) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834
- 49) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street
Dallas, TX 75205
Lt. Brian Kelly 214-768-1577
- 50) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214 & BLC 228
5323 Harry Hines Blvd
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311
- 51) University Park Police Department
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Det. Ken Ardanowski 214-987-5360

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52) Union Pacific Railroad
Police Department JPO Room
9211 Forney Road
Dallas, TX 75172
Landon McDowell 972-882-4001

53) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

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JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

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 July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

WHEREAS, the City of Combine's Municipal Court and Police Department's Chief's office (Room 101) and the Municipal Court Judge's office located at 123 Davis Road, Combine, Texas 75159 were previously designated as approved Juvenile Processing Offices on June 27, 2005 by this Department and the Dallas County Juvenile Board; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the offices at the City of Combine Municipal Court and Police Department, 123 Davis Road, Combine, Texas 75159 were personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 17, 2015; it has been determined this site remains suitable as a Juvenile Processing Office; the designated rooms are clearly identified with affixed signage outlining an assigned room number and labeled as a Juvenile Processing Room; and

WHEREAS, in addition, specific training relating to the requirements of the Juvenile Processing Office utilization and operation was provided to the designated Agency representative, Police Chief Jack Gilbert during the site visit; the training provided the Agency representative with information from Title 3 of the Texas Family Code, § 52.025 and the Juvenile Justice Delinquency and Prevention Act outlining the requirements of operating a Juvenile Processing Office and the specifics associated with the handling of juveniles in the Juvenile Processing Office; the training document was signed by the Agency representative and a copy will be

maintained by the Juvenile Department; and

WHEREAS, in calendar year 2014, the Combine Police Department had no referrals to the Juvenile Department; and

WHEREAS, this Juvenile Processing Office designation complies with the Dallas County Strategic Plan; Vision 3 – Dallas County is *safe, secure, and prepared*; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Processing Offices for the Combine Municipal Court and Combine Police Department located at 123 Davis Road, Combine, Texas 75159, by approving the Police Chief's office (Room 101) and the Municipal Court Judge's office as designated Processing Offices.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

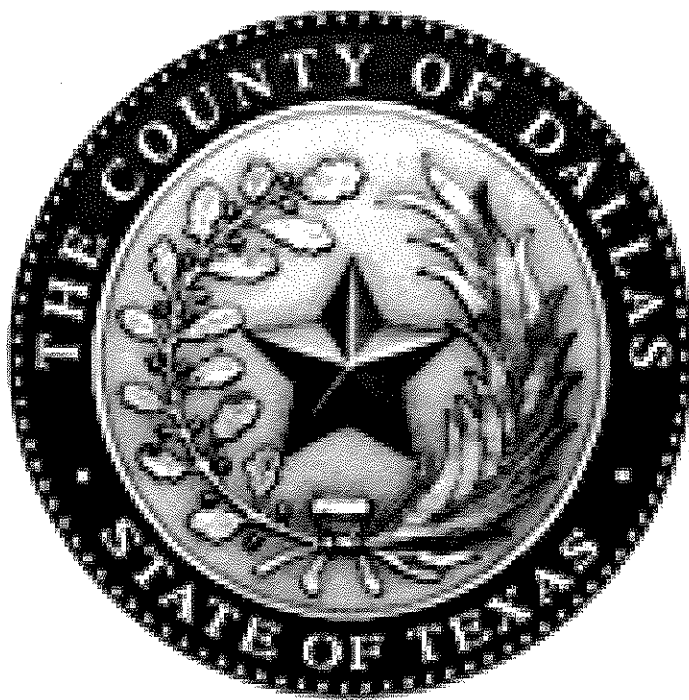
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Board



DISCUSSION

ITEM

R.

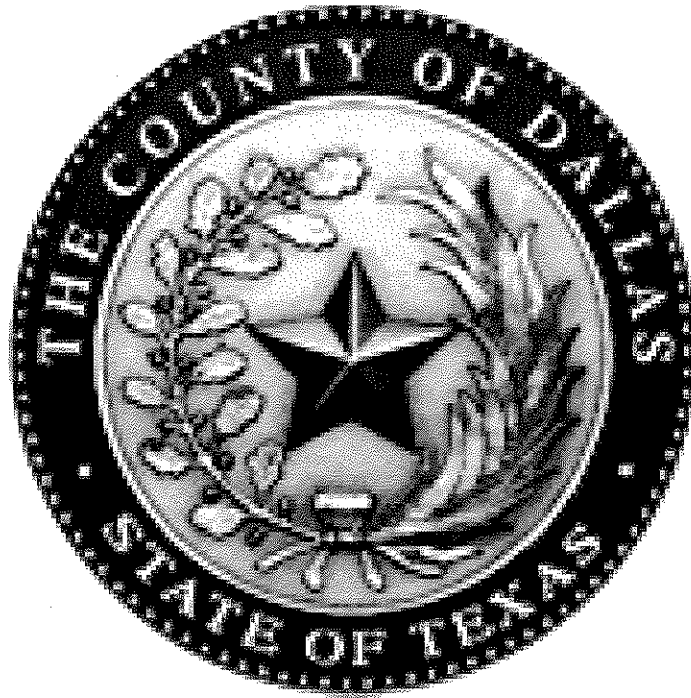
ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER REPORT
JUNE 2015

End of Year for 2014-2015: The 2014-2015 last day of school was June 5, 2015.

Summer School: AAE started summer school on June 15, 2015. AAE had 175 students to attend the summer school program(s) across the District.

Our summer school programs consisted of:

- Enrichment for students needing to pass the state assessments (STAAR/EOC).
- Credit Recovery for high school students needing to recoup credits to meet graduation requirements.



ACTION ITEMS.



**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: July 27, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence (AAE) Special Education Services Contract with (Diagnostic Assessment Services) DAS

Background of Issue:

In March 2008, the Academy for Academic Excellence School Board (AAE) gave authorization for the Dallas County Juvenile Department to assume management of the special education components of the Academy for Academic Excellence (AAE) in a bid to increase accountability and relatedly ownership of the provision of special education programming. At that time, it was posited that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. To this end, the Dallas County Academy for Academic Excellence Charter School staff has been working cohesively with the previous contracted provider of special education services, Diagnostic Assessment Services (DAS). The purpose of this brief is to request the approval of a professional services contract with DAS for the 2015-2016 academic year.

Impact on Operations and Maintenance:

The area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring the professional services contract with DAS and ensuring compliance with state and federal laws. The DAS professional services contract for the Dallas County Academy for Academic Excellence School Board includes consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services (e.g., counseling and audiological services, as well as physical, occupational, and speech therapies).

Strategic Plan Compliance:

This request complies with Vision 3: Dallas County is *safe, secure, and prepared*, by coordinating programs and systems to reduce crime and maximizing the effectiveness of the County's criminal justice and educational resources. The contract has been submitted and approved as to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section.

Legal Information:

There will be no legal impact attributable to the approval of the current professional services contract. Special education is a program mandated by federal and state guidelines which offers specifically designed instruction at no cost to parents or students to meet the unique needs of a child with a disability. As part of the specifically

*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

designed instruction, Individual Education Plans (IEPs) are developed and implemented to provide direct and consultative services by certified and licensed professionals. Provisions in the contract allow for certified and/or licensed professionals to supplement the Dallas County Academy for Academic Excellence staff and fulfill the requirements outlined in the IEP.

Financial Impact/Considerations:

The current professional services contract's fee structure for the 2015-2016 year consists of the option to contract for instruction, evaluative, or related services on a fee for service basis, not to exceed \$30,000. It is noted that the typical rate for the provision of these services is \$90.00 per hour, the rate proposed in this professional services contract. It is also noted that the only two exceptions to this rate will be in the event that services are required from an occupational therapist (OT) or a physical therapist PT.) As DAS does not currently have either of these specialists in direct employment, the subcontracted rates of \$110 per half hour for an OT and \$135 per hour for a PT will be required. It is noted that the DCAAE will exercise due diligence and fiscal responsibility in monitoring this while balancing the needs of the students. The contract rates exceed the range for professional services that were previously approved by the Board, and will potentially require the expenditures of additional funds; however, the funds are designated in the Individuals with Disabilities Education Act grant awarded through the Texas Education Agency. The current contract does not require a bid process. Moreover, a draft contract was referred to the Assistant District Attorney, Mrs. Denika Caruthers who reviewed and approved it as to form.

Performance Impact Measures:

During the 2014-2015 school year, DAS personnel participated in 35 Admission, Review, and Dismissal Committee meetings, and provided direct and indirect services in the areas of speech, audiology, and counseling. They also assisted with assessment services by conducting 9 re-evaluations for students with emotional disturbance (ED), and 3 initial evaluations for ED. An average of 1020 minutes of direct services and 84 minutes of indirect services for speech were rendered each six weeks, providing services and support for 66 students.

Project Schedule/Implementation:

The term of the professional services contract shall be effective from September 1, 2015 through August 31, 2016, unless terminated earlier as stipulated in the contract.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the professional services contract and grant authorization to pay for pending invoices for special education instructional, related, and assessment services with Diagnostic Assessment Services for the 2015-2016 school year.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, 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, In March 2008, the Academy for Academic Excellence School Board gave authorization for the Dallas County Juvenile Department to assume management of the special education components of the Academy for Academic Excellence (AAE) in a bid to increase accountability and relatedly ownership of the provision of special education programming. At that time, it was posited that assuming management of the special education programming would result in improved productivity and communication, both of which are critical with regard to providing quality services and ensuring that the gaps in services to students are minimized. To this end, the Academy for Academic Excellence Charter School staff has been working cohesively with the previous contracted provider of special education services, Diagnostic Assessment Services (DAS); and

WHEREAS, the area of special education is a highly regulated and precise field that requires close monitoring. Dallas County Academy for Academic Excellence Charter School staff will be responsible for monitoring the professional services contract with DAS and ensuring compliance with state and federal laws. The DAS professional services contract for the Dallas County Academy for Academic Excellence School Board includes consultation services, as well as a provision allowing for the availability of professional staff (if needed) to assist with educational testing and instructional/related services (e.g., counseling and audiological services, as well as physical, occupational, and speech therapies); and

WHEREAS, this request complies with Vision 3: Dallas County is *safe, secure, and prepared*, by coordinating programs and systems to reduce crime and maximizing the effectiveness of the County's criminal justice and educational resources. The contract has been submitted and approved as to form by Denika Caruthers in the Dallas County District Attorney's Office, Civil Section; and

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the professional service contract and grant authorization to pay for pending invoices for special education instructional, related, and assessment services with Diagnostic Assessment Services for the 2015-2016 school year.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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, President
Academy for Academic Excellence School Board

PROFESSIONAL SERVICES CONTRACT
FOR SPECIAL EDUCATION INSTRUCTIONAL, RELATED, AND/OR ASSESSMENT
SERVICES
TO THE DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE CHARTER
SCHOOL
BETWEEN
THE DALLAS COUNTY JUVENILE BOARD
AND
DIAGNOSTIC ASSESSMENT SERVICES

1. PURPOSE:

This Professional Services Contract is entered into for the purpose of providing special education instructional (e.g., speech, audiology), related (occupational, physical, counseling), and assessment services for the students enrolled in the Dallas County Academy for Academic Excellence (AAE) Charter School ("DCJCS") between the Dallas County Juvenile Board ("DCJB") and the Diagnostic Assessment Services ("Contractor") at sites chosen by the Dallas County Juvenile Board.

The Texas Education Code ("TEC"), Chapter 12, Subchapter D, authorizes the State Board of Education ("SBOE") to grant charters for open enrollment charter schools to eligible entities. The DCJB is an eligible entity within the meaning of the statute and was granted a charter by the SBOE. The charter authorizes the DCJB to operate the DCJCS at all residential facilities, and the nonresidential programs at the Substance Abuse Unit ("Day Treatment Program") and the Day Reporting Center/Transition Campus. The Juvenile Department will serve as the designated County agency to oversee and manage operations on behalf of the County and DCJB.

2. TERM

The term of this Professional Services Contract shall be effective from September 1, 2015 through August 31, 2016, unless terminated earlier under any provision thereof. This Contract may be renewed annually on the same terms and conditions upon written mutual agreement of the parties.

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 County.

4. ENTIRE CONTRACT

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

No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

5. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract and any verbal assertions, it is agreed by all parties that the provisions of this Contract shall take precedence.

6. SCOPE OF WORK

A. Contractor agrees to provide special education consultation and assessment services for students, ages ten (10) years and up to the Students, enrolled in the DCJJCS. Such consultation and assessment services shall include, but is not limited to the following:

1. Instructional Services

Certified personnel delivering instructional services such as speech and audiology will participate in all Admission, Review, and Dismissal (ARD) committee meetings, provide services within the designated area of the disability for identified students, complete comprehensive assessments as referred by DCJJCS staff, consult with education teachers and staff concerning students receiving services, and remain abreast of the changes within their respective fields, as well as best practices currently taking place in the state.

2. Assessment Services

A comprehensive monolingual or bilingual assessment will be completed within legal guidelines identifying the needs of each individual referred for evaluation in one or more of the following areas: speech and language processing; cognitive/intellectual; emotional; adaptive behavior; math; motor; written language; behavior; social skills; and reading.

3. Related Services

Related Services Personnel will provide any required and requested related services to identified students. These individuals will conduct initial or reevaluation assessments as needed, provide formal assessments for each referred student when appropriate, and submit required documentation to the ARD committee. Related services personnel include, but are not limited to occupational therapist, physical therapist, adaptive physical education staff, as well as counseling staff.

4. Program Management

DAS will support and consult with the special education director over legal, instructional, and related services implementation.

B. The Contractor agrees to provide direct, instructional, and consultative services as well as technical expertise in his/her specific area of education and certification in accordance with Federal and State guidelines. Consultative services include, but not limited to, collaboration with teachers and other education staff as well as development of strategies to assist in the education process. The Contractor also agrees to participate in Admission, Review, and Dismissal committee meetings, conduct appropriate assessments as well as provide evaluation reports, develop and update Individual Education Plans, and provide any other needed services not specified.

C. In the event that additional Facilities and/or Programs are developed by the Juvenile Department during the term of this Contract, the Contractor agrees to provide the same or similar services at the request of the Dallas County Juvenile Board. Services at additional sites will be

provided utilizing the existing terms and rate agreed to in this Contract. All parties agree to negotiate an amendment to the terms and rate of the Contract based on the following:

1. If the scope of the services requested are significantly different from the services specified within this Contract; and/or
2. If the implementation of the new Program/Facility would require significantly more resources and/or funding than provided for in this Contract.

7. OBJECTIVES

CONTRACTOR agrees to provide the consultation and services in such a manner that is in compliance with the provisions of the Texas Education Code and all other applicable state and federal laws. The consultation and services must be provided based on high standards of accountability and performance.

The specific objectives of the consultation and services are to produce the following outcomes:

- a. Provide written documentation and observable data to demonstrate proof of service.
- b. To assist educational staff in offering appropriate educational services for the student.
- c. Other duties within the scope of licensure and/or certification.

8. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Contract only during, and in respect of their successive periods as County during the term of this Contract.

9. SEVERABILITY

If any provision of this Contract shall be held invalid, void, or unenforceable, remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

10. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Contractor has a duty to mitigate damages.

11. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using 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.

12. BINDING CONTRACT / PARTIES BOUND

Contractor warrants and certifies that Contractor has full authority to execute this Contract.

13. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

14. NUMBER AND GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

15. COUNTERPARTS

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.

16. AMENDMENTS

This Contract may be amended during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto. No amendment to this agreement shall become effective and County bound by such amendment until approved by formal order of the Dallas County Juvenile Department.

17. FUNDING AND FEES FOR SERVICES

County agrees to compensate Contractor for approved budget expenses incurred, subject to the following limitations:

A. The maximum total not-to-exceed amount to be paid under this Contract will be Thirty thousand dollars and no 00/1 00 (\$30,000.00). Contractor will be paid based on the number of hours and part thereof (measured in tenths of an hour) times the hourly rate, which is negotiable between Contractor and County. Basis for the negotiations will be the Contractor's levels of expertise and experiences, as well as number of years in specific job related duties. The hourly rate will not exceed ninety dollars and no cents (\$90.00) for any contracted service, with the exceptions of occupational therapists (OT) and physical therapists (PT) . The rates for these two subcontracted specialties, while rarely needed by our charter, are not to exceed \$110 per half hour for OT's and not to exceed \$135 per hour for PT's.

B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract as set forth in part clause 17 part A above.

C. County will make payment to Contractor upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.

D. CONTRACTOR shall submit to the County a Billing Statement of Services ("Statement") provided for the preceding month in a format that is acceptable to the County. This Statement shall be submitted no later than the tenth (10th) business day after the end of each month. Contractor agrees to submit complete, fully documented and accurate billings, which will include dates of service and respective time (in hours) charged per date, visit, and travel away from place of residence to deliver services to include destination and inclusive dates of travel.

E. CONTRACTOR shall certify and swear that each Statement is true, correct, owed and

unpaid. The County shall be responsible for reviewing Statements and processing them for payment. However, County's review shall not relieve CONTRACTOR of its obligation to correctly submit any and all Statements and related information. All parties agree to process all correctly submitted and accurate Statements so that CONTRACTOR receives payment within thirty (30) days of receipt. Included with this invoice will be a statement indicating Minority/Women Business ("M/WBE") compliance by CONTRACTOR and dollar amount.

F. Any dispute between the parties regarding County's payments to Contractor for services rendered under this Contract will be resolved by the County Auditor. In the event that the Contractor is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the Juvenile Board, whose decision shall be final.

G. CONTRACTOR understands and all parties agree that this Contract is expressly contingent upon the receipt of funds by County for implementation and operation of the DCJJCS from the TEA. The parties agree that in the event sufficient funds are not available from the TEA to meet the obligations set forth herein, this Contract will terminate at the sole discretion of County. If this Contract terminates for lack of funds, CONTRACTOR shall be entitled to payment for services provided prior to the date of termination. Temporary interruptions in funding and County requested suspensions of services, as mutually agreed upon by all parties in writing, shall not result in Contract termination.

18. REPORTING

As applicable and mutually agreed upon at any time, County and Contractor can choose to communicate all reporting requirements by compatible electronic means.

Monthly Reports: Contractor will provide a monthly report by the end of the tenth (10th) calendar day of the month to the County. This monthly report should include, but is not limited to, the following information:

1. the number and type of assessments conducted during the previous month
2. the number and type of ARDs participated in during the previous month
3. the number of students serviced;
4. an up-to-date staff roster with positions, titles, and licensure/certifications;
5. date, duration, and frequency of sessions conducted by type (e.g., direct and/or consult) and provider's name and discipline; and

19. REPORTING AND ACCOUNTABILITY

A. REPORTING: Contractor agrees to submit all required documentation on a timely basis. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.

B. ACCESS TO AND RETENTION OF RECORDS: Contractor agrees the County, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, digital files, or other records of Contractor that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right *also* includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Contractor's failure to

perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by County. All client records are the property of the County. County retains the right to have access to the Contractor's records or obtain copies for audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform to the confidentiality provisions contained in FERPA, as well as, this Contract. Original documents and records generated during the scope of employment shall be transferred to the DCJCS after the termination of the contract period. If any litigation, claim, or audit involving these records begins before the mandated retention period, which is seven (7) years after the age of majority or the student's exit from special education, expires, the Contractor shall be called in to verify records and services rendered.

C. INDEMNITY AND BONDING: Contractor assures that it is an independent CONTRACTOR and not an agent, servant, or employee of County. Contractor agrees that it will protect, defend, indemnify, and save whole harmless County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or subcontractor of the Contractor in the execution or performance of this Contract.

Contractor further agrees to the extent allowed by Texas law to protect, indemnify and hold County harmless against and from any and all claims and against and from any losses, costs, damages, judgments or expenses, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Contractor, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.

Approval and acceptance of Contractor's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Contractor, its employees, subcontractors, agents and Contractors for the accuracy and competency of their work; 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 work prepared by the Contractor, its employees, subcontractors, agents or Contractors. In this regard, the Contractor shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions. It is also the Contractor's full responsibility to provide correct documentation of work provided within five (5) days after awareness of knowledge of defects, errors, or omissions.

20. 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.

C. Any subcontractors identified are also subject to the guidelines herein.

21. FACILITIES

A. Facility Locations: The DCJCS and JJAEP will be operated in the following sites which are owned, operated, and/or maintained by the County:

1. Juvenile Detention Center, 2600 Lone Star Drive, Dallas, Texas 75212;
2. Marzelle C. Hill Transition Center, 2600 Lone Star Drive, Dallas, Texas 75212;
3. Letot Center, 10505 Denton Drive, Dallas, Texas 75220;
4. START program, 2600 Lone Star Drive, Dallas, Texas 75212;
5. Residential Drug Treatment Unit, 2600 Lone Star Drive, Dallas, Texas 75212
6. Substance Abuse Unit, 414 S. R. L. Thornton Freeway, Dallas, Texas 75203;
7. Lyle B. Medlock Center, 1508-A Langdon Road, Dallas, Texas 75241;
8. Youth Village, 1508-A Langdon Road, Dallas, Texas 75241;
9. Day Reporting Center, 1673 Terre Colony, Dallas, Texas 75212

B. The cost for providing space within the Program Facilities, including utilities and maintenance, is provided for by the County. The County will allow for the use of the Facilities listed in Paragraph A of this Section at no additional charge to the Contractor.

C. Due to the limited office space that is available within the institutions and Facilities of the Program, there is limited administrative office space available for Contractor use. If the Contractor determines that a need for additional off-site administrative office space exists, all expenses incurred in the procurement and use of such administrative office space will be the responsibility of the Contractor as part of the quoted rate provided for in Section 9 of this Contract.

D. All use of any real property, Facility, buildings or personal property owned by County shall be in accordance with all County policies, as amended.

22. EQUIPMENT AND DURABLE GOODS

A. Contractor shall provide, at no additional cost to the County, all materials, equipment and durable goods necessary to fulfill the obligations of this Contract, including but not limited to: computers, printers, office supplies, testing supplies, training supplies, and educational software. As this is a professional services contract, the Contractor will not receive reimbursement for the cost of materials, equipment and durable goods other than the quoted rate as noted in Section 9 of this contract, unless expressly provided for in this Contract. Contractor shall maintain, at its sole cost and expense, replacement cost insurance on all personal property in an amount to fully compensate Contractor in the event of any casualty or theft.

B. All equipment for which the Contractor is reimbursed, directly or through the quoted rate as noted in Section 8 of this contract will be the sole property of the DCJCS and the DCJB. At the time of the expiration of this Contract, all property so reimbursed will remain in the possession of the County.

C. As a result of legislative changes, all property purchased with funding from the TEA after September 1, 2001, is the property of the DCJCS and the DCJB.

23. COOPERATION

A. Contractor shall cooperate with the County in the on-going operation of the DCJJCS. This cooperation shall include, but not be limited to: maintaining contact and promptly furnishing requested and required information to County staff assigned to the DCJJCS; and granting access to student records and documentation, as needed by the County.

B. Contractor shall cooperate with all reasonable requests from representatives of the Education Services Unit. Such requests may include, but not be limited to, additional data or statistical analysis, or follow-up related to transitional services.

C. Upon notice of termination and/or expiration of this Contract, the County shall immediately have the right to audit any and all records of Contractor. Moreover, upon termination and/or expiration date of this Contract, Contractor agrees to vacate all Facilities in a cooperative manner and provide anything requested from the County, including, but not limited to the following, upon date of termination and/or expiration.

24. HEALTH AND SAFETY STANDARDS

Contractor will comply with all applicable city, county, and State health and safety codes and ordinances and regulations governing any activity as contemplated herein as requested by the County

25. INDIVIDUALS WITH DISABILITY EDUCATION ACT (IDEA)

A. No qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity offered by Contractor in operating the Program pursuant to the requirements of this Contract.

B. Contractor shall comply with all State and federal requirements relating to the IDEA. Contractor will be responsible for participating in the admissions, review, and dismissal committees for the DCJJCS to determine the instructional and related services to be provided at the Program by the Contractor.

26. REALLOCATION OF FUNDS

Contractor recognizes that the DCJD may reallocate all or part of the funds under this Contract due to non-achievement of professional services, or other just cause during the Contract period. The County allocation/reallocation policy will be utilized in determining an alternate Contractor. Contractor shall immediately notify the person designated by the Dallas County Juvenile Department, of any problems, delays, or adverse conditions which will affect the ability of the Contractor to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Contractor to resolve such problems, delays, or adverse conditions.

27. ASSURANCES

A. Contractor assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, 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 agreement.

B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and

all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.

C. Contractor assures it will not transfer or assign its interest in this Contract without written consent of County.

D. Contractor, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified 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 County will be notified immediately if such licenses become invalid during the term of this Contract.

E. Contractor assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.

F. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are 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) that may apply.

G. Contractor will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

H. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in disallowance of funds and withholding of future awards.

I. The person(s) 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.

J. Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform labor or services.

K. Contractor understands that reimbursement for costs under this Contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.

L. Contractor agrees to adhere to confidentiality requirements and further agrees that Contractor will not engage in activities that advocate or promote the violation of state or federal laws.

M. Under Section 231.006, Texas Family Code, Contractor certifies to County that Contractor is not delinquent in any child support obligations and therefore eligible to receive payment under the terms of this Contract. Contractor hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

28. PUBLICATION RIGHTS

The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased. County reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and local purposes, and to authorize others to do so.

29. 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 a safe educational environment for students and staff, at the sole discretion of the County;
2. Failure of Contractor to maintain effective insurance policies required by this Contract;
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; or
4. Failure of Contractor to provide an effective program as determined by the County.

30. SUSPENSION

A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Contractor will stop all work and cease to incur costs during the term of the suspension.

B. The Contractor will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article 13 (Amendments).

C. If Contractor is delayed by the County due to a suspension of work, or otherwise, the Contractor's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

31. 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 S. 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
Dr. Natalie Davenport
Diagnostic Assessment Service
4100 Alpha Road, Suite 1150
Dallas, Texas 75244
Phone: 972-243-4102
Fax: 469-621-2728
Email: ndavenport@spedservices.com

32. ACCEPTANCES

As indicated by signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

33. CHOICE OF LAW AND VENUE

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this Contract shall be in Dallas County, Texas. By their signatures below, the duly authorized representatives of County and Contractor accept the terms of this Contract in full.

EXECUTED in Quadruplicate this the ____ day of _____, 2015.

DALLAS COUNTY:

CONTRACTOR:

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


BY: CONTRACTOR

RECOMMENDED:

DALLAS COUNTY JUVENILE BOARD:

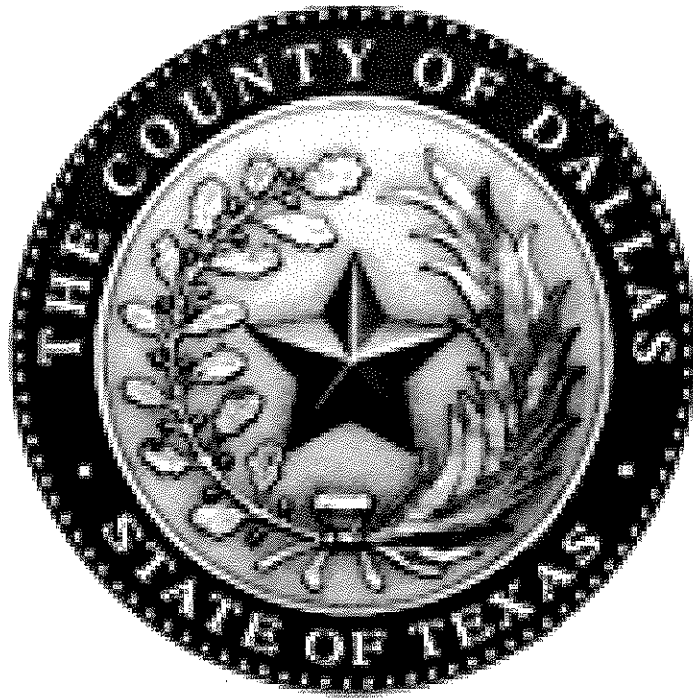
BY: Judge Cheryl L. Shannon
Chairman of the Dallas County Juvenile Board

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

APPROVED AS TO FORM:

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

*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 LEASE, 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).



ACTION

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: July 27, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Edmentum ESL ReadingSmart Service Agreement with the Academy for Academic Excellence (AAE)

Background of Issue:

In June 2014, at the Academy for Academic Excellence Charter School Board Meeting (AAE) FY15 budget was approved. At that meeting, the board approved up to \$4,630 for Title III, LEP. Title III, LEP aims to ensure that student with limited English (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet.

Texas Education Agency requires that the delivery of English as a Second Language (ESL) support be provided by a certified ESL Teacher. Due to a current reduction in certified ESL teachers the targeted funds will allow for the AAE to acquire a State approved supplemental language instructional program that will coordinate with our current curriculum and assure that we continue to meet State and Federal compliance standards. Edmentum ESL ReadingSmart is a web-based learning environment designed to accelerate English language development for English Language Learners (ELLs) in grades 4 through 12. ESL ReadingSmart accelerates English language development, supports TESOL and TEA ESL learning objectives (TEKS), tracks students' English language development, integrates language arts and ESL objectives, and integrates reading, writing, listening, and speaking skills.

Impact on Operations and Maintenance:

The purchase of the Edmentum ESL ReadingSmart program will help ensure compliance as it relates to ESL instruction. The program has a grade span curriculum of 4-12, pre and post assessment data collection and analysis, individualized student instruction, and ease of data sharing that will impact student achievement directly. The purchase of Edmentum ESL ReadingSmart will be fully reimbursed as a part of our Shared Service Agreement with Region10.

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.

*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

Legal Information:

The Edmentum contract has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor.

Financial Impact/Considerations:

Although the initial purchase will be with budgeted 2014-2015 Title III, LEP funds, the purchase of Edmentum ESL ReadingSmart will be fully reimbursed as a part of our Shared Service Agreement with Region10. It is expected projected revenues will balance projected expenses. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

ESL ReadingSmart can be implemented as a student-centered, stand-alone application, or in a blended learning environment that integrates online student work and classroom instruction. ESL ReadingSmart provides a placement test that generates an individualized path for each student, or, teachers can select a specific level for a class, and the system will offer the same instructional path to all students in the class. The Student Assessment module provides individual, class, school, and district reports, and progress is measured in terms of Lexile measure and grade level gains.

Project Schedule/Implementation:

The implementation schedule for ESL ReadingSmart program will be for the 2015-2016 school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the purchase of the ESL ReadingSmart through Edmentum.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, 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, at the Dallas County Juvenile Board Meeting, the Academy for Academic Excellence (AAE) FY15 budget was approved. At that meeting, the board approved up to \$4,630 for Title III, LEP. Title III, LEP aims to ensure that student with limited English (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet; and

WHEREAS, the ESL ReadingSmart aims to ensure that students with limited English (LEP) attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet; and

WHEREAS, the Texas Education Agency requires that the delivery of English as a Second Language (ESL) support be provided by a certified ESL Teacher. Due to a current reduction in certified ESL teachers the targeted funds will allow for the JJAEP to acquire a State approved supplemental language instructional program that will coordinate with our current curriculum and assure that we continue to meet State and Federal compliance standards.; and

WHEREAS, that ReadingSmart is a web-based learning environment designed to accelerate English language development for English Language Learners (ELLs) in grades 4 through 12. ESL ReadingSmart accelerates English language development, supports TESOL and TEA ESL learning objectives (TEKS), tracks students' English language development, integrates language arts and ESL objectives, and integrates reading, writing, listening, and speaking skills; and

WHEREAS, the cost of the program is \$4,625.00 which will be purchased from 2014-2015 Title III, LEP funds; and

WHEREAS, ESL ReadingSmart can be implemented as a student-centered, stand-alone application, or in a blended learning environment that integrates online student work and classroom instruction. ESL ReadingSmart provides a placement test that generates an individualized path for each student, or, teachers can select a specific level for a class, and the system will offer the same instructional path to all students in the class. The Student Assessment module provides individual, class, school, and district reports, and progress is measured in terms of Lexile measure and grade level gains; 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, approval from Dallas County Charter School Board is required for the expenditure for the ESL ReadingSmart through Edmentum.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the expenditure for the ESL ReadingSmart program by Edmentum.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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, President
Academy for Academic Excellence School Board

5600 West 83rd Street
Suite 300, 8200 Tower
Bloomington, MN 55437
800.447.5286
edmentum.com



Service Agreement

This Service Agreement is made effective upon receipt of a valid Purchase Order from the Academy for Academic Excellence, located at 1673 Terre Colony Court, Dallas, TX 75212 and Edmentum, Inc. with dual locations at 2425 North Central Expressway, Suite 1000 Richardson, TX 75080 and 5600 West 83rd St Suite 300/8200 Tower Bloomington, MN 55437.

Order Number 10315116 was issued to Academy for Academic Excellence to subscribe to the following software and services from Edmentum for a total of \$4,625.00 as per the written quote dated April 28, 2015 and delivered to Mrs. Monique Paige.

- 50 Student Licenses (12 month subscription renewed annually) serving 5th through 12th grade students at Academy for Academic Excellence's 5 campus sites.
- Each student license assigned gives the named student user access to ESL Reading Smart
- Professional Development includes 1 on-site 3 hour professional development session.

Upon signature of this agreement and receipt of a signed purchase order from Academy for Academic Excellence, Edmentum will immediately begin setup and configure the above listed software for Academy for Academic Excellence in preparation for the mutually agreed upon training date. Edmentum will need to receive the signed order form and corresponding purchase order to schedule the required training.

Edmentum, Inc.

Authorized Name: Mitchell Wacker

Authorized Signature:

A handwritten signature in black ink, appearing to read "Mitchell Wacker", written over a horizontal line.

Date: July 6, 2015

Academy for Academic Excellence

Authorized Name: _____

Authorized Signature: _____

Date: _____



Date: 4/28/2015
Order Number 10315116
Revision: 4
Order Form Expiration Date: 7/30/2015

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 439547
Customer Name: Academy for Academic Excellence
Billing Address: 1673 Terre Colony Ct
Dallas, TX 75212

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	List Price for Term	Extended Price
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$705.00
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$705.00
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$705.00
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$705.00
ESL ReadingSmart/ReadingMate	26-50 Students	**	**	12	\$1,500.00	\$705.00
Edmentum Educator Advantage Onsite Session Up To 3 Hours - Services Delivery Year: Year 1	1	***	***		\$1,500.00	\$1,100.00
Subtotal:						\$4,625.00

Subtotal:	\$4,625.00
Estimated Tax:	\$0.00
Total US Funds:	\$4,625.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be (a) for a renewal, the day following expiration of the prior license term and (b) with respect to all other licenses, promptly after we have accepted your signed Order Form, we will confirm to you the applicable Start Date for your software license(s).

*** Services are purchases with an annual term expiration. Any service offering that is not used during the applicable year, may not be carried over or used in subsequent years.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | www.edmentum.com





Date: 4/28/2015
Order Number 10315116
Revision: 4
Order Form Expiration Date: 7/30/2015

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I am authorized to accept this offer on behalf of the Customer identified above and I do accept this offer and agree to adhere to the terms and conditions identified and referenced within. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed):

Title:

Date:



The terms and conditions contained in this document (the "Standard Terms") apply to any transaction whereby we (sometimes referred to in this document as "we" "us" or "our") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("Order Form")) (1) license rights to use our software products, (2) hardware for use with the software products, or (3) professional services. These Standard Terms are an integral part of an agreement (the "Agreement") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE. The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted to the Software and Documentation. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy-Policy.aspx>, which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate the access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software or Documentation; (ii) frame or mirror any content forming part of the Software or Documentation, other than for your own internal educational or training purposes and not in violation of an use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with

or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software or Documentation without our prior written permission.

1.3 Subscription Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Subscription Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime; or (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at <http://www.edmentum.com/support>) ("System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are

providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the sequencing of instructional content to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain of our products enable you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

1.7 Limited Warranty for Software Products. Subject to the terms of Section 4.6, we warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If we breach this express warranty, we will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected Software to conform in material respects with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) accept the return of the affected Software and refund you the portion of your purchase price attributable to the returned product proportionate to the period remaining on your contract. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE.

2.0 THIRD PARTY SOFTWARE, HARDWARE AND SERVICES.

The following terms and conditions will apply to all Third Party Software that is included in any of the Software Products you have

licensed from us and all Third Party Software, Hardware and services listed on the Order Form:

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Hardware products and services are distributed by us as a licensor or reseller. These products are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD PARTY SOFTWARE, HARDWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD PARTY SOFTWARE, HARDWARE OR SERVICES AS SUCH SOFTWARE, HARDWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. This is our sole obligation relative to these products or services.

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10 day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for

the terminated services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non-cancellable and non-refundable.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software and Hardware will be deemed accepted upon our making it available to you online and will thereafter be subject to the warranty provisions of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes the Customer Data, the Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief

to prevent further (or the threatened) disclosure.

4.3 Indemnities.

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement:** Our indemnity covers Claims alleging that your use of the Software in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining order period.

4.3.2 Your Indemnification of Us. Subject to the conditions described below and section 4.6, and to the extent not prohibited by applicable law, you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Software in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or students negligence or intentional misconduct.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data entered using our Subscription Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

4.5 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor

strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together will form one legal instrument.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules unless the statutes or applicable rules governing your activities where your situated require that the laws of the State where your situated apply, in which case they will, without regard to the conflict of laws rules.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- "Concurrent License" means a Subscription License that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- "Course Enrollment" shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.

- **"Consumable License"** means a Subscription License to a single course assigned to a single, Named User. Prior to the Learner Preview Date, a Consumable License may be reassigned to a different Named User, or designated as unassigned and available for future use. The Subscription Period for a Consumable License begins when the course content is first accessed by the Named User and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- **"Documentation"** means technical specifications identified in this Agreement.
- **"Hardware"** means a hardware product marketed by us which is listed on the Order Form and is intended to be used in connection with Software provided by us.
- **"License Period"** means the period of time during which you will have access to the Software you license under this Agreement. This period will begin with the Start Date identified in the applicable Order Form, and (unless earlier revoked in accordance with this Agreement) will last for the duration of the Subscription Period following the Start Date.
- **"Named User"** means a specific User identified by name and designated as the sole User of specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement.
- **"Reusable License"** means a Subscription License whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other User at any time until reassigned to another Named User.
- **"Software"** means online educational software that we make available either via our Internet-based learning management system (for Subscription Software) or via readable media or electronic download (for Perpetual Software).
- **"Professional Services"** means the services we provide to you to assist in your implementation, on-going use of the Software or our Academy services, as applicable.
- **"Software"** means software marketed by us which is listed on the Order Form. The term "Software" includes both our Software and Third Party Software.
- **"Site License"** means a Subscription License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Subscription Software"** means Software licensed for a specified period of time (the Subscription Period).
- **"Subscription Period"** means the License Period for Subscription Software as identified on the Order Form.
- **"Third Party Software"** means software we acquire from a third party producer for distribution to our customers under licensing terms and conditions specified by the producer.
- **"Users"** means individuals you authorize to use Software and supply (or authorize us to supply) user identifications and passwords for and for which you've purchased an adequate quantity of licenses. Users may include your students and their

parents to the extent permitted and in accordance with the roles as defined in the Documentation.

- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., Archipelago Learning, Inc., Educational Options, Inc. or Orchard Learning, LLC.)

[Solutions](#) [Products & Services](#) [Support](#) [About Us](#) [Resources](#) [Location](#)[Search](#)[Talk to Sales](#) [Login](#)

Privacy Policy

Privacy Policy for Edmentum's Internet-Delivered Products

Edmentum is committed to protecting your privacy; this policy explains our collection of and use of your personally identifiable information. You should always check the privacy policy of each web site you visit.

Policy for Children Under 18

Our learning services for children are provided solely by subscription to schools, school districts, and other educational entities. Edmentum's services are not available to children under age 18 except when they are enrolled for access as an authorized user by a teacher or other school administrator who has been authorized to do so by the child's parent or guardian. Children under 18 years of age are expressly prohibited from directly registering for any of our services. Edmentum does not use any information about children under 18 years of age for any marketing or promotional purposes whatsoever, either inside or outside Edmentum. We do not provide any personally identifiable information about children, regardless of its source, to any unrelated third parties, except as expressly provided by this Privacy Policy.

Your Consent

By using Edmentum's Internet-based products and/or by browsing or navigating Edmentum web sites you accept, and agree to be bound by, the terms of this privacy policy. Collection, use, and disclosure of personally identifiable information is governed in accordance with the terms stated in this policy.

Information Tracking

In certain instances when using Edmentum's Internet-based products, users may be asked to enter a first and last name and grade level. We use this personal information only for the purpose specified at the time you input such information, including for access identity safeguards and other security purposes. Edmentum will not collect any information without the user's express consent. Some usage of the web sites and services is tracked for verification purposes. For example, when a student completes an assigned learning activity, that information will be available to the teacher or administrator who assigned the activity.

Edmentum uses a software technology called "cookies" to create a personalized web experience. The use of cookies is common in the Internet industry; you'll find them at many sites. A cookie is simply a Hyper Text Transfer Protocol (HTTP) header that consists of a text-only string that is entered into the memory of a browser. This string contains the domain, path, lifetime, and value of a variable that a web site sets. If the lifetime of this variable is longer than the time the user spends at that site, then this string is saved to file for future reference. Cookies remember your Plato Learning Environment™ or Plato® Web Learning Network domain upon returning to the site. We do not use cookies to retrieve any other type of information from our users. Please note: Your browser must be set to accept cookies to use Edmentum's subscription-based web sites and services.

We do track certain information, such as courseware and site usage. These data are used to analyze trends and/or internal statistical purposes only. No personal information is stored or used in any way as a result of this tracking, nor is this information disseminated to any third parties.

An Internet Protocol (IP) address is a number automatically assigned to your computer whenever you use the World Wide Web. Web servers—the computers that “serve up” web pages—automatically identify your computer by its IP address. Edmentum collects IP addresses for system administration and also to compile aggregate information and audit the use of our site. The Edmentum web site logs IP addresses and browser types for systems administration purposes. These logs will be analyzed to improve the value of the materials available on the web site. A user's session will be tracked, but the user will be anonymous.

We do not link IP addresses to any personally identifiable information. We can and will use IP addresses to identify a user when we feel it is necessary to enforce compliance with our rules or terms of service or to protect our service, site, customers, or others.

Security Measures

The importance of security for all personally identifiable information is of utmost concern to us. We exercise great care in providing secure storage of your information on private network servers not available by direct web addresses. All user information and coursework data are encoded and transmitted through session keys to insure that no one other than Edmentum Learning can read the transmitted information. Please note: Edmentum web sites and services are password-protected, subscription-only products. Subscribers may provide certain personally identifying information about students to enroll them as individual authorized users. This information includes name, grade level, class assignment, and other identifying information that subscriber's may deem necessary to enable the assessment, assignment, and/or reporting features of the Edmentum Learning classroom product(s) used. Information provided by authorized users is not available to the general public on the Internet. Edmentum Learning sites and services are password-protected so that only authorized users are permitted to access them or view the member information relevant to the accounts. We strongly recommend that you do not divulge your password to anyone. We have systems in place to provide secure transmission of your information from your computer to our servers. Only certain authorized Edmentum employees can access this information if it is relevant to their job duties. Edmentum Learning has staff dedicated to maintaining this Privacy Policy and other privacy initiatives, periodically reviewing web security and making sure that Edmentum employees are aware of and comply with our security and privacy practices.

Edmentum periodically conducts security audits to make sure we are doing everything possible to secure this data. Unfortunately, no data transmission over the Internet can be guaranteed to be 100 percent secure. As a result, while we strive to protect your personal information, Edmentum can't guarantee or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we use our best efforts and employ state-of-the-art technology to ensure its security on our systems, including firewalls and secure sockets layer.

Use of Your Personally Identifiable Information

In certain cases you may choose to give us personally identifiable information about yourself, such as your name, name of school, grade level, and e-mail address in response to specific requests. This information is never passed to third parties. Only user IDs may be passed to Edmentum Learning's vendors, suppliers, or subcontractors (“Contractors”) in order to seamlessly integrate their product(s) with the Plato Learning Environment, Plato Learning Network, or other Edmentum Internet-based products. Edmentum enters into contracts with such Contractors which contain confidentiality and non-disclosure provisions requiring that such Contractors maintain the confidentiality of any personally identifiable information which may be disclosed by Edmentum to the Contractor in order to utilize such Contractor's product, and the Contractor promises not to disclose such information to any other party.

Edmentum is not responsible for any actions or policies of such third parties to whom you may voluntarily provide personally identifiable information, and you should check the applicable privacy policy of such party when providing personally identifiable information to them. Personally identifiable information retained by Edmentum will be used only for internal purposes such as ensuring web site access security and tracking site and courseware usage.

We do not allow children under 13 to provide any direct personally identifiable information (for example, name, address, or school information); all such information will be collected solely from teachers and/or administrators. Such personal information provided by teachers and/or parents will be available only to the teacher and administrator, the student, and the student's parent or guardian.

We use log-in information to identify you as an authorized user and ensure that you can see and use those areas of our web sites that are appropriate for you. For example, student users cannot access those areas of the Edmentum web sites which are intended solely for their teachers or administrators. Exceptions to this privacy protection practices described above would only occur if Edmentum is sold to a third party or it is declared bankrupt or insolvent. In those instances, use of the user's personally identifiable information will be determined by a court, other governing body, or the acquiring entity.

Request for Records/Deletion & Edit Procedure

For parents of children who access and use the services of our web sites by means of a license for such use purchased by your child's school, in order to obtain a copy of your child's student record in relation to such access and use, you must refer such requests directly to your child's school. If a user wishes to be deleted from the system or have data previously entered into the system deleted or edited, this can only be done by submitting such a request to your school or institution's teacher or administrator.

About Children Under 13

Edmentum encourages parental involvement, and requires parental consent before students under the age of 13 use these web products. Parents should provide verifiable consent by filling out a parental consent form provided by your child's school, and returning it to your child's teacher, school, or institution, who will then verify that written parental consent has been obtained. The signature on which will represent your agreement that your child under age 13 is authorized by you to access Edmentum online educational products and services. This consent is required by federal statute; Edmentum is precluded from providing access to our online educational products and services to your child under age 13 without this consent being first obtained.

Links to Other Web Sites

This and other Edmentum web sites contain links to other third party web sites. Edmentum is not responsible for the content or privacy policies of these sites. Such third party web sites are independently owned, controlled, and/or managed web sites whose content we believe will be of possible interest and value to our subscribers. These other sites may send you their own cookies, collect data, or solicit personal information. While we let you know when you are visiting a site outside of the Edmentum web site, we do not control the cookies or the content of third-party sites. Once you leave our servers, the use of any information you provide is governed by the privacy policy of the operator of the site you're visiting. That policy may differ from ours. If you cannot find the privacy policy of any of these sites via a link from that site's home page, you should contact the site directly for more information before providing that site with any personally identifying information. We specifically recommend that children check with their parents or teachers before clicking links to any new sites.

Edmentum Assurances Related to the Family Educational Rights Privacy Act

Edmentum understands that many of its agency and institutional clients are subject to the Family Educational Rights Privacy Act ("FERPA") and provides this statement of its data protection practices to provide assurance to those clients.

To the extent Edmentum receives from its clients education records (as that term is defined by FERPA), Edmentum notes that the client chooses what information to provide to Edmentum and also configures who—e.g., employees, students, parents—has access to that information via the Edmentum product/system. In addition, Edmentum offers the following assurances:

- Edmentum provides reasonable security for the education records (and the personally identifiable information contained therein) and only those Edmentum employees and agents with a "need to know" have access to the education records.
- Edmentum does not use education records for any purpose other than the purposes for which the information was provided to Edmentum or in attempting to enhance the usability or efficacy of our products, services and systems.
- Edmentum does not disclose education records to third parties, other than its agents and service providers, except at the direction of the client who provided the education records to Edmentum. Edmentum's agents and service providers use the education records only to perform services on Edmentum's behalf.
- Edmentum will consider destroying education records upon the written request of the client who provided the education records. There are various circumstances when Edmentum may deny the request, including (but not limited to) when Edmentum believes that applicable law or court order requires it to retain the education records, when Edmentum believes that retention of the education records is necessary to protect its rights, or when the request extends to backed-up, electronically stored education records, the destruction of which would be unreasonably burdensome.

If you have additional questions about Edmentum's data protection practices as they relate to education records received from its clients, please contact Customer Support at support@edmentum.com.

Changes to This Privacy Policy

If this privacy policy changes, the revised policy will be posted on this site. Since this policy may change from time to time, please periodically refer to it. This privacy policy was last updated on April 2, 2014.

Contact Information

Please contact us at privacy@edmentum.com if you have any questions or comments about our privacy policy. You can also contact us by general mail or phone listed below. General comments about our web site can be directed to info@edmentum.com.

General Mail

Edmentum

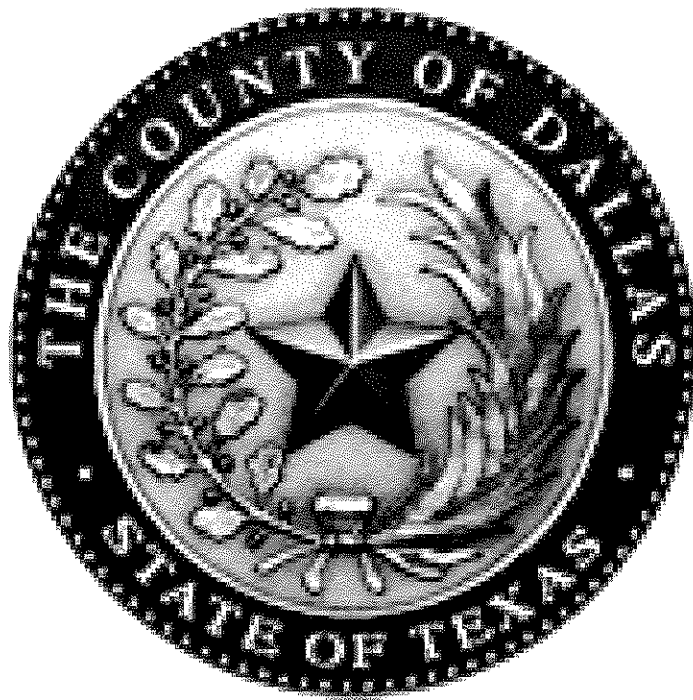
5600 W 83rd Street, Suite 300

8200 Tower

Bloomington, Minnesota, 55437

Toll-Free Number

800.447.5286



ACTION ITEM U.



**DALLASCOUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: July 27, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget Amendment #5: IDEA- B; Line Item Adjustments

Background of Issue:

The original budget for the Academy for Academic Excellence (AAE), presented on June 23, 2014, (Court Order 2014-0771) was amended by Budget Amendment #2 on October 27, 2014, (Court Order 2014-1591) based on bus pass necessity and student internship program, and Budget Amendment #3, presented January 26, 2015, increased allocations and amended by Budget Amendment #4 on April 27, 2015 (Court Order 2015-043) to reallocated in IDEA-B to make line item adjustments and purchases.

Impact on Operations and Maintenance:

IDEA-B

IDEA-B provides schools with materials and resources to work with students with disabilities. Recommendations to line item adjustments from IDEA-B:

- | | |
|---|-------------|
| • Decrease office supplies(2160) | \$ 4,710.50 |
| • Decrease training fee(2460) | \$ 2,422.00 |
| • Increase computer software(2095) | \$ 3,630.50 |
| • Increase conference/staff(2050) | \$ 2,422.00 |
| • Increase furniture & equip <\$500(2090) | \$ 1,080.00 |

TOTAL REALLOCATED: **\$ 7,132.50**

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:

The current allocation will decrease expenditure to remain in line with approved revenue allocations. The reallocation of IDEA-B will keep expenditures in line with revenue. This information has been reviewed by Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.


Project Schedule/Implementation:

The modification/line item adjustment is for the FY 2015 school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Board approve the attached line item adjustments from IDEA-B.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the original budget for the Academy for Academic Excellence (AAE), presented on June 23, 2014, (Court Order 2014-0771) was amended by Budget Amendment #2 on October 27, 2014, (Court Order 2014-1591) based on bus pass necessity and student internship program, and Budget Amendment #3, presented January 26, 2015, increased allocations and amended by Budget Amendment #4 on April 27, 2015 (Court Order 2015-043) to reallocated in IDEA-B to make line item adjustments and purchases; and
- WHEREAS,** IDEA-B provides schools with materials and resources to work with students with disabilities. Recommendations to line item adjustments from IDEA-B; and
- WHEREAS,** the current 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 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,** the current allocation will decrease expenditure to remain in line with approved revenue allocations. The reallocation of IDEA-B will keep expenditures in line with revenue; and
- WHEREAS,** approval from the Academy for Academic Excellence School Board to allow the line item adjustments and expenditures from IDEA B.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Charter School Board approve the recommendations to line item adjustments and purchases from IDEA B.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

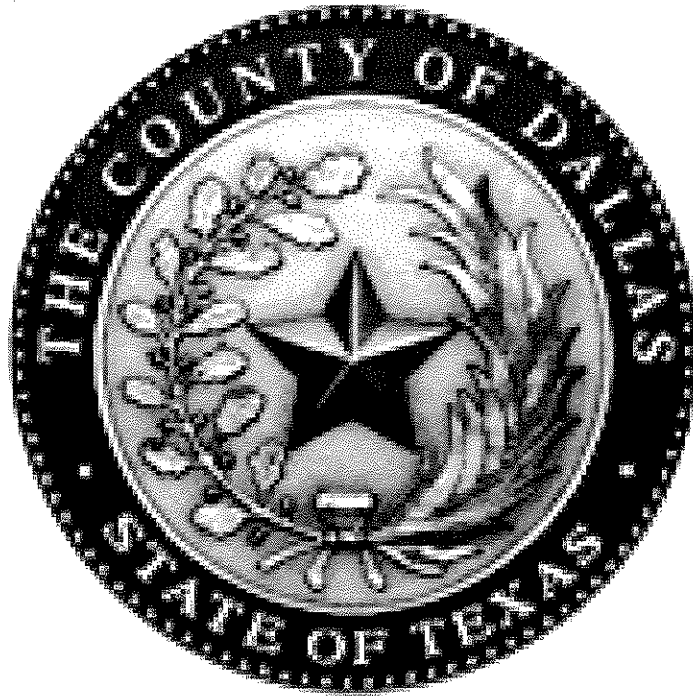
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of ____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

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



ACTION

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: July 27, 2015
To: Academy for Academic Excellence Board
From: Dr. Terry S. Smith, Director
Subject: Dallas Independent School District and Academy for Academic Excellence Charter School Agreement (AAE)

Background of Issue:

In order to more effectively serve and provide nutritious meals to Dallas County students, Academy for Academic Excellence (AAE) and Dallas ISD are combining their efforts. During the school year, many children receive free and reduced-price breakfast and lunch through the National School Breakfast and School Lunch Programs. Hunger is one of the most severe roadblocks to the learning process. Hunger also may make children more prone to illness and other health issues. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities:

- A. The Contractor shall produce food from a kitchen that is certified from the State of Texas or a local authority. The following shall be provided to the children daily during the school year:
- On-site breakfast and lunch
 - Special menus for children with conditions necessitating a modified diet
- B. All meals furnished will meet or exceed U.S.D.A. requirements of nutrition for children as set out in the National School Lunch and School Breakfast Program guidelines.

Impact on Operations and Maintenance:

The Agency will order meals daily based on student enrollment and attendance. The Agency reserves the right to increase or decrease the number of meals ordered on a daily basis if mutually agreed upon between the parties of this contract with ten (10) days notice.

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for incomplete meals and meals rejected because they do not comply with the Child Nutrition Program specifications. The Agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

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.

*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

Legal Information:

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

Financial Impact/Considerations:

This information has been reviewed by Carmen Williams, Budget Supervisor. The Interlocal Agreement includes non-enrolled students at DCJJAEP therefore, AAE will be billed separately.

The Agency agrees to pay the Contractor the rate of:

For Breakfast: \$2.10

For Lunch: \$3.30

For Snack: N/A

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. Each party may terminate this agreement by notification given at least ninety days (90) in advance of the desired date of termination at the end of each contractual renewal period.

Recommendation:

It is recommended the Academy for Academic Excellence Board approve the proposal to have the Dallas Independent School District provide food services for the Academy for Academic Excellence (AAE).

Recommended by:

A handwritten signature in black ink, appearing to read "Terry S. Smith", with a stylized flourish at the end.

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

JUVENILE BOARD ORDER

ORDER NO: 2015 - XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, 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, to more effectively serve and provide nutritious meals to Dallas County students, Academy for Academic Excellence (AAE) and Dallas ISD are combining their efforts; and

WHEREAS, during the school year, many children receive free and reduced-price breakfast and lunch through the National School Breakfast and School Lunch Programs. Hunger is one of the most severe roadblocks to the learning process. Hunger also may make children more prone to illness and other health issues. The following is a detailed description of the Child Nutrition Program, including each party's roles and responsibilities; and

WHEREAS, the Contractor shall produce food from a kitchen that is certified from the State of Texas or a local authority. The following shall be provided to the children daily during the school year: on-site breakfast and lunch and/or special menus for children with conditions necessitating a modified diet; all meals furnished will meet or exceed U.S.D.A. requirements of nutrition for children as set out in the National School Lunch and School Breakfast Program guidelines; and

WHEREAS, the Agency will order meals daily based on student enrollment and attendance. The Agency reserves the right to increase or decrease the number of meals ordered on a daily basis if mutually agreed upon between the parties of this contract with ten (10) days' notice. The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for incomplete meals and meals rejected because they do not comply with the Child Nutrition Program specifications. The Agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection; and

- WHEREAS,** the current 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.
- WHEREAS,** the Agency agrees to pay the Contractor the rate of (for non-enrolled DCJJAEP students):
For Breakfast: \$2.10
For Lunch: \$3.30
For Snack: N/A; and
- WHEREAS,** the term of this contract shall be from August 1, 2015 to June 30, 2018 beginning with onset of the school year. Each party may terminate this agreement by notification given at least ninety days (90) in advance of the desired date of termination at the end of each contractual renewal period; and
- WHEREAS,** it is recommended the Academy for Academic Excellence Board approve the proposal to have the Dallas Independent School District provide food services for the Academy for Academic Excellence (AAE).

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves to pay for food services for the non-enrolled DCJJAEP. AAE will be billed separately for food services.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

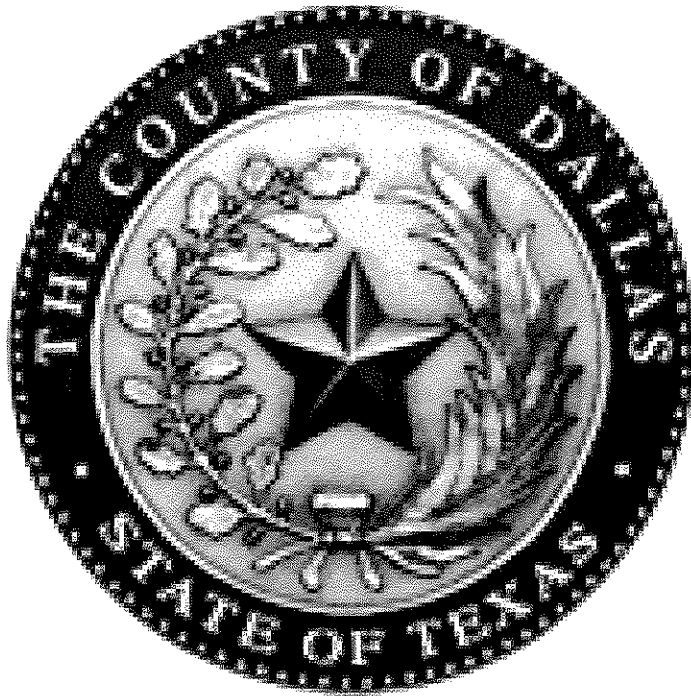
The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Juvenile Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

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



ACTION 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: July 27, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Renewal of Dallas County Schools Interlocal Service Agreement

Background of Issue:

In June 2015, at the Academy for Academic Excellence Charter School Board Meeting (AAE), the Academy for Academic Excellence FY16 budget was approved. On February 1, 2012 Dallas County Schools (DCS) and the Academy for Academic Excellence (AAE) entered into an Interlocal Agreement to provide communications infrastructure/internet services. The purpose of this brief is to renew the contract with DCS.

Impact on Operations and Maintenance:

Dallas County Schools shall provide the District with technical support, interface with vendors to resolve District support issues, and invoice the District for services provided.

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

Financial Impact/Considerations:

This information has been reviewed by Carmen Williams, Budget Supervisor. The District shall receive managed internet access up to 100 mega bites per second (Mbps) at an annual cost of \$4,200 from State Aid.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The term of this Interlocal Agreement shall be from July 1, 2015 to June 30, 2018 beginning with onset of the school year. Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement with Dallas County Schools.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, 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,** in June 2015, at the Academy for Academic Excellence Charter School Board Meeting (AAE), the Academy for Academic Excellence FY16 budget was approved; and
- WHEREAS,** on February 1, 2012 Dallas County Schools and the Academy for Academic Excellence (AAE) entered into an Interlocal Agreement to provide communications infrastructure/internet services. The purpose of this order is to renew the contract with DCS; and
- WHEREAS,** Dallas County Schools shall provide the District with technical support, interface with vendors to resolve District support issues, and invoice the District for services provided; 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 term of this Interlocal Agreement shall be from July 1, 2015 to June 30, 2018 beginning with onset of the school year. Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement between Dallas County Schools and the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 27 day of July, 2015.

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

Recommended by:

Approved by:

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

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

**INTERLOCAL AGREEMENT TO PROVIDE TECHNOLOGY SERVICES
BETWEEN DALLAS COUNTY SCHOOLS AND
DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE**

WHEREAS, Dallas County Schools ("DCS") and Dallas County Academy for Academic Excellence (the "District") are each political subdivisions of the State of Texas; and

WHEREAS, DCS has entered into agreements with vendors (the "Vendors") to provide DCS with various technology services (the "Vendor Services"); and

WHEREAS, DCS, pursuant to such agreements with the Vendors, desires to provide the District with the Vendor Services and support services by DCS (collectively the "Services") set forth in Attachment A hereto; and

WHEREAS, the District desires to accept and purchase the selected Services from DCS pursuant to the terms and conditions of this agreement (the "Agreement").

NOW, THEREFORE, DCS and the District enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for the provision of the Services by DCS to the District for the mutual consideration stated herein:

1. TERM

This Agreement shall be effective July 1, 2015 (the "Effective Date") for a three (3) year period through June 30, 2018 (the "Initial Term"). Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. DCS represents and warrants that it has, or will secure at its own expense, all personnel, consultants, and/or vendors required to provide the Services under this Agreement. No officer and/or member of the governing body of DCS or the District shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of DCS or the District have a pecuniary interest in this Agreement or any part thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

1. Provide, or cause the Vendors to provide, the Services to the District as set forth in Attachment A;
2. Provide the District with technical support for applicable Services through the DCS network management team, which may be reached at (214) 944-4504 or helpdesk@dcschools.com;
3. Interface with Vendors to resolve District support issues for applicable Services that cannot be resolved directly by DCS;
4. Invoice the District for the Services as set forth in Attachment A, which pricing is subject to change annually; and
5. Apply for any applicable Universal Service Fund (E-Rate Program) funding to be applied to any eligible portions of the fees for the Services at the then current Schools and Libraries Division of the Universal Service Fund approved reimbursement rate.

B. RESPONSIBILITIES OF THE DISTRICT. The District agrees to:

1. Pay DCS for the Services as set forth in Attachment A, no later than thirty (30) days after receipt of an invoice from DCS;
2. Allow access to its facilities and equipment to DCS and any Vendors upon reasonable notice for all purposes related to the installation, deployment, maintenance, service, repair, and support of the Services;
3. Ensure that its internal systems are compatible with the requirements of the Services;
4. Provide, install, maintain, and insure against loss or damage to its own data, servers, hardware, cabling, software, and equipment necessary for the Services;
5. Comply with any terms and conditions required by the Vendor(s), as applicable; and
6. Comply with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. §254(l) and the Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, 122 Stat. 4096 (2008), and all Federal Communications Commission rules regarding these acts, including but not limited to maintaining required policies and annually filing required forms to certify compliance, as applicable.

4. TERMINATION

DCS shall have the right to terminate this Agreement for cause upon breach by the District that has not been cured within thirty (30) days after receipt of notice from DCS as to such breach. The District shall be responsible for any Vendor early termination charges resulting from the termination of this Agreement prior to the end of the Initial Term by the District or by DCS for cause.

5. NOTICE

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been received upon actual receipt.

If to DCS, to:

Rick D. Sorrells, Ed. D.
Superintendent
Dallas County Schools
612 North Zang Boulevard
Dallas, Texas 75208

If to District, to:

Karen Ramos
Deputy Director/Superintendent
Academy for Academic Excellence
1673 Terre Colony Court
Dallas, Texas 75212

6. LIABILITY

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto

and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

- B. THE SERVICES TO BE PROVIDED BY THE VENDORS AND DCS HEREUNDER ARE OFFERED "AS IS." DCS HAS NO RESPONSIBILITY NOR BEARS ANY LIABILITY FOR THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF THE HARDWARE OR SOFTWARE INCLUDED THEREIN OR ANY LOSS OF DATA ASSOCIATED WITH SUCH FAILURE.
- C. DCS' ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SERVICES BY THE DISTRICT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAID BY THE DISTRICT THUS FAR. DCS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICES OR DCS' PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUES OR PROFIT OR LOSS OF DATA SUFFERED BY THE DISTRICT.

7. CHOICE OF LAWS AND VENUE

In providing the Services pursuant to this Agreement, DCS must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by the laws of the State of Texas. In the event of any dispute that arises pursuant to or in connection with this Agreement, exclusive venue for the adjudication of such dispute shall lie in Dallas County, Texas. All statutes and laws applicable to this Agreement shall apply as amended from time to time.

8. AMENDMENTS AND CHANGES IN THE LAW

This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of DCS and the District. Should the District desire to add, delete, or change any Services to be provided under this Agreement, such change shall be done in the form of an amendment to Attachment A. Any alteration, addition, or deletion to the terms of this Agreement that is required by any change in federal or state law shall automatically be deemed incorporated herein without written amendment to this Agreement, and any such alteration, addition, or deletion to this Agreement shall be effective on the date such law is effective.

9. SEVERABILITY

In the event that any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

10. ENTIRE AGREEMENT

This Agreement represents the entire agreement between DCS and the District with respect to the Services set forth in Attachment A, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

11. BINDING EFFECT

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

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, ordinance, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance thereunder.

13. ASSIGNMENT

Neither party may transfer or assign its interest in this Agreement, nor delegate its duties hereunder, except as specifically provided for or as contemplated herein, without the prior written consent of the other party. Each party understands that in the event that all or substantially all of its assets are acquired by another entity, that party or its successor in interest will remain obligated to fulfill the terms and conditions of this Agreement.

14. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, including without limitation facsimile or emailed counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Words of any gender

used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS' and the District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

16. PREVENTION OF FRAUD AND ABUSE

The parties 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 abuse involving DCS or District employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to DCS' or the District's Board of Trustees for appropriate action.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. A party shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of the party to budget or authorize for this Agreement during the current or any future fiscal year. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay for Services already received or return fees for any Services not yet received, as the case may be, as of the time the party provides such notice. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY AND RECORDS

- A. Both parties shall safeguard and adhere to all confidentiality, privacy, security, and copyright requirements under applicable federal, state, and local laws, rules, and regulations regarding the privacy, security, and ownership of all

information obtained by either party from the other in connection with this Agreement and each respective party's performance thereunder.

- B. All records created by DCS or the District pursuant to this Agreement shall belong to DCS or the District, as the case may be.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay by the District in paying an invoice due to the Districts' accounting disbursement procedures shall not place the District in default of this Agreement and shall not render the District liable for interest or penalties, provided such delay in payment does not exceed thirty (30) days after receipt of the invoice. Any amount not paid by the District to DCS within thirty (30) days after receipt of an invoice shall bear interest in accordance with Chapter 2251 of the Texas Government Code, as amended.

20. FORCE MAJEURE

Neither DCS nor the District shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by reason of a strike; stoppage of labor; riot; fire; flood; storm; invasion; insurrection; terrorist act; accident; government regulation; order of court, judge, or civil authority; act of God; or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder. In the event of any such occurrence, the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

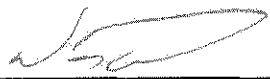
21. SIGNATORY WARRANTY

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement to Provide Technology Services Between Dallas County Schools and Dallas County Academy for Academic Excellence, effective as of the Effective Date.

DALLAS COUNTY SCHOOLS:


Rick D. Sorrells, Ed. D. *Wes Scott on behalf of*
Superintendent *Rick D. Sorrells, Ed. D.*

DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE:

Approved as to form:

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

Recommended:

Dr. Terry S. Smith
Executive Director

Approved:

Judge Cheryl Lee-Shannon
Chairman
Dallas County Juvenile Board

ATTACHMENT A

2015 – 2016 SERVICES

Managed Internet Access - 100 Mbps at an annual cost of \$4,200.*

*Quoted prices are subject to E-Rate funding and may change depending on reimbursement and discount rates.

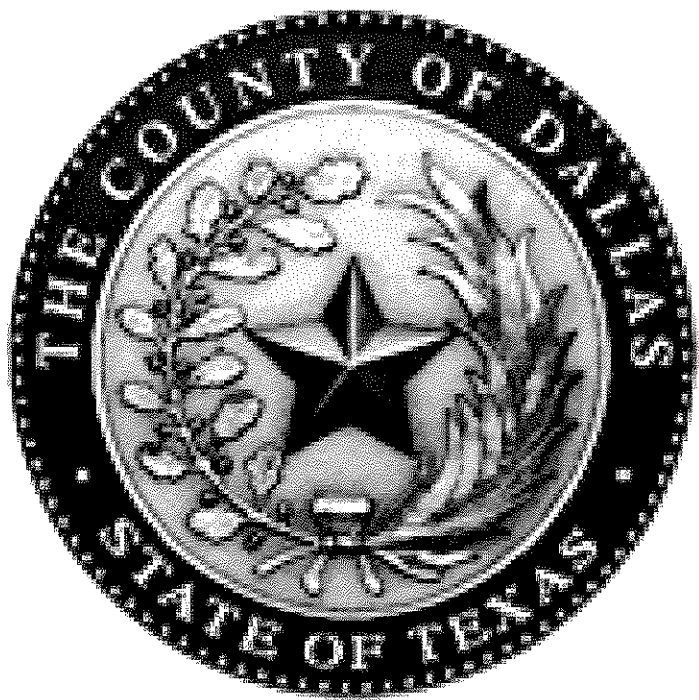
District Contact:

Name: _____

Title: _____

Phone Number: _____

Email Address: _____



ACTION 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: July 27, 2015
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: School Improvement Network – Edivate

Background of Issue:

In June 2014, at the Academy for Academic Excellence (AAE) Charter School Board Meeting, the Academy for Academic Excellence FY15 budget was approved. At that meeting, the board approved up to \$456,996 from Title 1, Part A. This No Child Left Behind (NCLB) entitlement provides supplemental resources to schools with high concentrations of students from low-income families, allowing LEAs to provide a high-quality education that will enable all children to meet the state's student performance standards. Specifically, Title 1, Part A is designed to provide funds for districts to implement school-wide and targeted assistance programs and require that these programs use effective methods and instructional strategies that are grounded in scientifically based research and the targeted funds are for youth adjudicated by the courts or in transition from correctional facilities.

Teachers who serve these youth need to receive additional training to support the population. Over the past two decades, School Improvement Network has been researching educator effectiveness and documenting how the highest-performing schools in North America have achieved their success. The result of this research has culminated in a systematic approach to educator development Edivate. Edivate uses data to identify the exact professional learning that each educator needs in order to develop their practice, with Edivate, leaders can give their educators the precise support they need to stimulate dramatic and measurable improvement in the classroom.

Edivate is built around the Interstate Teacher Assessment and Support Consortium (InTASC) Model Core Teaching Standards—the teaching standards of choice for 19 of the top 25 education programs in the US. Edivate is an on-demand professional learning resource that creates a highly personalized learning experience helping them improve their practice and, in turn, raise student achievement.

Edivate will allow administrators to:

- Design a yearly evaluation process that improves teacher effectiveness;
- Conduct accurate, consistent, and supportive observations ;
- Create personalized professional learning plans linked to those observations ; and
- Create reports that support compliance requirements

This briefing seeks authorization to seek approval to contract and purchase Edivate software for teachers and staff professional development.

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

Impact on Operations and Maintenance:

The purchase Edviate allows teachers to engage in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner.

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 Edviate contract has been submitted and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Administrative Legal Advisor. Dallas County Purchasing Department advised Education Services to secure quote(s) to support the Sole Source proprietor documentation. Education Services substantiated School Improvement Network-Edviate as a Sole Source of Purchase provider for this product.

Financial Impact/Considerations:

Funding will come from Title I, Part A at a cost not to exceed \$15,000.00 for a term of two years. The financial impact to the AAE budget has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

AAE administration will use data to identify the exact professional learning that each educator needs in order to develop their practice.

Project Schedule/Implementation:

The proposed budget will be implemented on September 1, 2014 and be in effect until August 31, 2015.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the purchase of the School Improvement Network-Edviate program.

Recommended by:


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

JUVENILE BOARD ORDER

ORDER NO: 2015-XXX

DATE: July 27, 2015

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Charter School Board of Dallas County, Texas, held on the 27th day of July, 2015, 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, in June 2014, at the Academy for Academic Excellence (AAE) Charter School Board Meeting, the Academy for Academic Excellence FY15 budget was approved. At that meeting, the board approved up to \$456,996 from Title 1, Part A. This No Child Left Behind (NCLB) entitlement provides supplemental resources to schools with high concentrations of students from low-income families, allowing LEAs to provide a high-quality education that will enable all children to meet the state's student performance standards. Specifically, Title 1, Part A is designed to provide funds for districts to implement school-wide and targeted assistance programs and require that these programs use effective methods and instructional strategies that are grounded in scientifically based research and the targeted funds are for youth adjudicated by the courts or in transition from correctional facilities; and

WHEREAS, teachers who serve these youth need to receive additional training to support the population. Over the past two decades, School Improvement Network has been researching educator effectiveness and documenting how the highest-performing schools in North America have achieved their success. The result of this research has culminated in a systematic approach to educator development Edivate. Edivate uses data to identify the exact professional learning that each educator needs in order to develop their practice, with Edivate, leaders can give their educators the precise support they need to stimulate dramatic and measurable improvement in the classroom; and

WHEREAS, Edivate is built around the Interstate Teacher Assessment and Support Consortium (In TASC) Model Core Teaching Standards—the teaching standards of choice for 19 of the top 25 education programs in the US. Edivate is an on-demand professional learning resource that creates a highly personalized learning experience helping them improve their practice and, in turn, raise student achievement; and

WHEREAS, Edviate will allow administrators to:

- Design a yearly evaluation process that improves teacher effectiveness;
- Conduct accurate, consistent, and supportive observations ;
- Create personalized professional learning plans linked to those observations ; and
- Create reports that support compliance requirements; and

WHEREAS, the purchase of Edviate allows teachers to engage in ongoing professional learning and uses evidence to continually evaluate his/her practice, particularly the effects of his/her choices and actions on others (learners, families, other professionals, and the community), and adapts practice to meet the needs of each learner; 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, it is recommended that the Dallas County Academy for Academic Excellence School Board approve the Dallas County Academy for Academic Excellence purchase of Edviate program. Education Services did substantiate School Improvement Network – Edviate as a Sole Source of Purchase provider.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the School Board approve the purchase of Edviate for Districtwide professional development.

DONE IN OPEN BOARD MEETING this 27th day of July, 2015.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, President
Dallas County Charter School Board

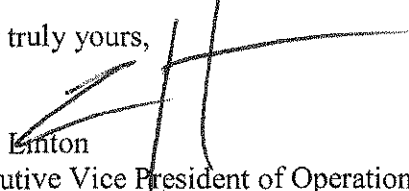
February 19, 2015

Re: SOLE SOURCE OF PURCHASE

To Whom It May Concern:

School Improvement Network has developed proprietary software entitled "Edivate (The New PD 360°)", "Observation 360", "Common Core 360", "LumiBook", "GAGE", "Edivate Learn" and "LivePlanner"; each of which may only be purchased from School Improvement Network. Observation 360, "thereNow", "Learning 360° Framework", and "Brain Honey and Buzz with Edivate (The New PD 360°) Integration" are the only observation and walkthrough platforms designed to integrate directly with Edivate (The New PD 360°). School Improvement Network and its affiliates own a portfolio of copyrights, patents, and trademarks that secure and protect the intellectual property rights associated with Edivate (The New PD 360°), Observation 360, Common Core 360, LumiBook, GAGE, Edivate Learn, LivePlanner, Learning 360° Framework, and associated video programs and content, a representative listing of which intellectual property is attached to this letter for convenient reference. The SINET-owned software products and associated intellectual property have not been licensed to third parties for independent distribution, and any unauthorized use is policed and prohibited by SINET. The software entitled Edivate (The New PD 360°), Observation 360, Common Core 360, LumiBook, GAGE, Edivate Learn, LivePlanner, thereNow, Learning 360° Framework, and Brain Honey and Buzz with Edivate (The New PD 360°) Integration, separately and in combination, provide training designed to meet the needs of educators. There are no alternative available sources in the market that integrate the Edivate (The New PD 360°) software products with the Common Core 360, LumiBook, GAGE, Edivate Learn, LivePlanner, thereNow, Learning 360° Framework, Brain Honey and Buzz with Edivate (The New PD 360°) Integration, or Observation 360 software products. Thus, School Improvement Network is the sole source vendor for any integration of one or more of the following software products: Edivate (The New PD 360°), Observation 360, Common Core 360, LumiBook, GAGE, Edivate Learn, LivePlanner, thereNow, Learning 360° Framework, and Brain Honey and Buzz with Edivate (The New PD 360°) Integration, and for all of the SINET video programs and other proprietary content associated with Edivate (The New PD 360°) and Observation 360.

Very truly yours,


Cory Linton
Executive Vice President of Operations
School Improvement Network, LLC



Terms and Conditions

Use of the SINET Intellectual Property is subject to SINET's Terms and Conditions <http://www.schoolimprovement.com/terms>. The undersigned represents that s/he is fully authorized to sign on behalf of, and to legally bind the Customer. The System Environment Requirements may change from time to time upon notice from SINET to Customer. Additional taxes and fees may apply.

Purchase Via:

Purchase via (Check the desired option):

- ☐ Purchase Order Number: _____
☐ Purchase Order Number will be mailed within fourteen days
☐ Check will be mailed within fourteen days

Agreed and Accepted

This Purchase and Service Agreement is valid for 45 days from the Effective Date unless accepted in writing with the expected purchase date and returned to SINET on or before the expiration date via mail or fax at 801-566-6885.

AAE Academy for Academic Excellence

Date _____

Signature: _____

Name: _____

Title: _____

School Improvement Network, LLC

Date _____

Signature: _____

Name: _____

Title: _____

Contact Address

Customer Contact Address for Notices

SINET Contact Address for Notices

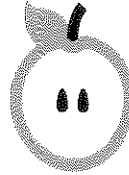
School Improvement Network, LLC

32 West Center Street

Midvale, Utah 84047

Attn:

SCHOOL IMPROVEMENT NETWORK



Service Agreement

Order Information

Terms Net 30
Expiration Date 7/27/2015

Bill To Name AAE Academy for Academic Excellence
Bill To 1673 Terre Colony Ct.
Dallas, Texas
75212

Ship To Name AAE Academy for Academic Excellence
Ship To 1673 Terre Colony Ct.
Dallas, Texas
75212

Contact Information

Prepared By Ben Goodro
Phone 801-870-0104
E-mail ben.goodro@schoolimprovement.com

Contact Name Monique Paige

Company Address 32 West Center Street
Midvale, UT 84047
US

Created Date 6/3/2015

This Service Agreement is made effective upon receipt of a valid Purchase Order from School Improvement Network, LLC to AAE Academy for Academic Excellence, located at 1673 Terre Colony Ct., Dallas, TX 75212.

Order Number 06-03-2015 was issued to AAE to subscribe to the following software and services from School Improvement Network for a total of \$15,000.00 as per the written quote dated April 28, 2015 and delivered to Mrs. Monique Paige.

Edivate, The School Improvement System, Per User 1 Year Contract	2015-16 School Year	Quantity: 50.00	Sales Price: \$150.00
(Does not include Edivate Review) Total Price: \$7,500.00			

Edivate, The School Improvement System, Per User 1 Year Contract	2016-17 School Year	Quantity: 50.00	Sales Price: \$150.00
(Does not include Edivate Review) Total Price: \$7,500.00			

Upon signature of this agreement and receipt of a signed purchase order from AAE Academy for Academic Excellence, School Improvement Network will immediately begin setup and configure the above listed software for AAE in preparation for the mutually agreed upon training date. School Improvement Network will need to receive the signed order form and corresponding purchase order to schedule the required training.

**INTERLOCAL AGREEMENT TO PROVIDE TECHNOLOGY SERVICES
BETWEEN DALLAS COUNTY SCHOOLS AND
DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE**

WHEREAS, Dallas County Schools ("DCS") and Dallas County Academy for Academic Excellence (the "District") are each political subdivisions of the State of Texas; and

WHEREAS, DCS has entered into agreements with vendors (the "Vendors") to provide DCS with various technology services (the "Vendor Services"); and

WHEREAS, DCS, pursuant to such agreements with the Vendors, desires to provide the District with the Vendor Services and support services by DCS (collectively the "Services") set forth in Attachment A hereto; and

WHEREAS, the District desires to accept and purchase the selected Services from DCS pursuant to the terms and conditions of this agreement (the "Agreement").

NOW, THEREFORE, DCS and the District enter into this Agreement pursuant to the authority of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, as amended, for the provision of the Services by DCS to the District for the mutual consideration stated herein:

1. TERM

This Agreement shall be effective July 1, 2015 (the "Effective Date") for a three (3) year period through June 30, 2018 (the "Initial Term"). Prior to the expiration of the Initial Term, either party may notify the other in writing of its desire to renew this Agreement or renegotiate the terms as required. Any renewal is to be executed in the form of an amendment to the Agreement extending the term of the Agreement.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other. DCS represents and warrants that it has, or will secure at its own expense, all personnel, consultants, and/or vendors required to provide the Services under this Agreement. No officer and/or member of the governing body of DCS or the District shall participate in any decision relating to this Agreement that affects his or her personal interest, nor shall any such officer or member of DCS or the District have a pecuniary interest in this Agreement or any part thereof.

3. SCOPE OF WORK/RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS. DCS agrees to:

1. Provide, or cause the Vendors to provide, the Services to the District as set forth in Attachment A;
2. Provide the District with technical support for applicable Services through the DCS network management team, which may be reached at (214) 944-4504 or helpdesk@dcschools.com;
3. Interface with Vendors to resolve District support issues for applicable Services that cannot be resolved directly by DCS;
4. Invoice the District for the Services as set forth in Attachment A, which pricing is subject to change annually; and
5. Apply for any applicable Universal Service Fund (E-Rate Program) funding to be applied to any eligible portions of the fees for the Services at the then current Schools and Libraries Division of the Universal Service Fund approved reimbursement rate.

B. RESPONSIBILITIES OF THE DISTRICT. The District agrees to:

1. Pay DCS for the Services as set forth in Attachment A, no later than thirty (30) days after receipt of an invoice from DCS;
2. Allow access to its facilities and equipment to DCS and any Vendors upon reasonable notice for all purposes related to the installation, deployment, maintenance, service, repair, and support of the Services;
3. Ensure that its internal systems are compatible with the requirements of the Services;
4. Provide, install, maintain, and insure against loss or damage to its own data, servers, hardware, cabling, software, and equipment necessary for the Services;
5. Comply with any terms and conditions required by the Vendor(s), as applicable; and
6. Comply with the Children's Internet Protection Act ("CIPA"), 47 U.S.C. §254(l) and the Protecting Children in the 21st Century Act, Pub. L. No. 110-385, Title II, 122 Stat. 4096 (2008), and all Federal Communications Commission rules regarding these acts, including but not limited to maintaining required policies and annually filing required forms to certify compliance, as applicable.

4. TERMINATION

DCS shall have the right to terminate this Agreement for cause upon breach by the District that has not been cured within thirty (30) days after receipt of notice from DCS as to such breach. The District shall be responsible for any Vendor early termination charges resulting from the termination of this Agreement prior to the end of the Initial Term by the District or by DCS for cause.

5. NOTICE

Any notice, demand or request required or permitted to be given under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of certified mail, postage pre-paid return receipt requested, to the party who is to receive any such notice, demand or request, at the respective address set forth below. Such notice, demand, or request shall be deemed to have been received upon actual receipt.

If to DCS, to:

Rick D. Sorrells, Ed. D.
Superintendent
Dallas County Schools
612 North Zang Boulevard
Dallas, Texas 75208

If to District, to:

Karen Ramos
Deputy Director/Superintendent
Academy for Academic Excellence
1673 Terre Colony Court
Dallas, Texas 75212

6. LIABILITY

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto

and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

- B. THE SERVICES TO BE PROVIDED BY THE VENDORS AND DCS HEREUNDER ARE OFFERED "AS IS." DCS HAS NO RESPONSIBILITY NOR BEARS ANY LIABILITY FOR THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE FAILURE OF THE HARDWARE OR SOFTWARE INCLUDED THEREIN OR ANY LOSS OF DATA ASSOCIATED WITH SUCH FAILURE.
- C. DCS' ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE SERVICES BY THE DISTRICT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES PAID BY THE DISTRICT THUS FAR. DCS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICES OR DCS' PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUES OR PROFIT OR LOSS OF DATA SUFFERED BY THE DISTRICT.

7. CHOICE OF LAWS AND VENUE

In providing the Services pursuant to this Agreement, DCS must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. This Agreement shall be governed by the laws of the State of Texas. In the event of any dispute that arises pursuant to or in connection with this Agreement, exclusive venue for the adjudication of such dispute shall lie in Dallas County, Texas. All statutes and laws applicable to this Agreement shall apply as amended from time to time.

8. AMENDMENTS AND CHANGES IN THE LAW

This Agreement may not be amended, modified, or supplemented unless such amendment, supplement, or modification is agreed to in writing and signed by each of DCS and the District. Should the District desire to add, delete, or change any Services to be provided under this Agreement, such change shall be done in the form of an amendment to Attachment A. Any alteration, addition, or deletion to the terms of this Agreement that is required by any change in federal or state law shall automatically be deemed incorporated herein without written amendment to this Agreement, and any such alteration, addition, or deletion to this Agreement shall be effective on the date such law is effective.

9. SEVERABILITY

In the event that any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the unenforceable portion shall be deemed modified to the extent necessary to make it enforceable under applicable law, and the remainder of the provisions in the Agreement shall remain in full force and effect in accordance with their respective terms.

10. ENTIRE AGREEMENT

This Agreement represents the entire agreement between DCS and the District with respect to the Services set forth in Attachment A, and supersedes any prior or contemporaneous agreements, whether written or oral, with respect to such subject matter.

11. BINDING EFFECT

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

12. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It shall not be deemed a waiver or default under this Agreement if the non-defaulting party fails to immediately declare a default, or either party delays in asserting any right hereunder. The rights and remedies provided under this Agreement are cumulative and in addition to the rights and remedies either party may have pursuant to law, statute, ordinance, or otherwise, and either party's use of any right or remedy provided for hereunder will not preclude or be deemed to waive such party's right to use any other remedy, whether hereunder or at law or equity. Both parties hereto have a duty to mitigate damages incurred pursuant to this Agreement and performance thereunder.

13. ASSIGNMENT

Neither party may transfer or assign its interest in this Agreement, nor delegate its duties hereunder, except as specifically provided for or as contemplated herein, without the prior written consent of the other party. Each party understands that in the event that all or substantially all of its assets are acquired by another entity, that party or its successor in interest will remain obligated to fulfill the terms and conditions of this Agreement.

14. COUNTERPARTS, NUMBER/GENDER, AND HEADINGS

This Agreement may be executed in multiple counterparts, including without limitation facsimile or emailed counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Words of any gender

used in this Agreement shall be held and construed to include any other gender, and any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings used herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

15. GOVERNMENTAL IMMUNITY

This Agreement is expressly made subject to DCS' and the District's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

16. PREVENTION OF FRAUD AND ABUSE

The parties 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 abuse involving DCS or District employees or agents that involve funds or activities under this Agreement shall be reported immediately by the party that becomes aware of the incident to DCS' or the District's Board of Trustees for appropriate action.

17. FISCAL FUNDING CLAUSE

Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. A party shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of the party to budget or authorize for this Agreement during the current or any future fiscal year. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay for Services already received or return fees for any Services not yet received, as the case may be, as of the time the party provides such notice. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

18. CONFIDENTIALITY AND RECORDS

- A. Both parties shall safeguard and adhere to all confidentiality, privacy, security, and copyright requirements under applicable federal, state, and local laws, rules, and regulations regarding the privacy, security, and ownership of all

information obtained by either party from the other in connection with this Agreement and each respective party's performance thereunder.

- B. All records created by DCS or the District pursuant to this Agreement shall belong to DCS or the District, as the case may be.

19. PROMPT PAYMENT ACT

DCS agrees that a temporary delay by the District in paying an invoice due to the Districts' accounting disbursement procedures shall not place the District in default of this Agreement and shall not render the District liable for interest or penalties, provided such delay in payment does not exceed thirty (30) days after receipt of the invoice. Any amount not paid by the District to DCS within thirty (30) days after receipt of an invoice shall bear interest in accordance with Chapter 2251 of the Texas Government Code, as amended.

20. FORCE MAJEURE

Neither DCS nor the District shall be deemed to be in violation of this Agreement if either party is prevented from performing any of its obligations hereunder by reason of a strike; stoppage of labor; riot; fire; flood; storm; invasion; insurrection; terrorist act; accident; government regulation; order of court, judge, or civil authority; act of God; or any other cause reasonably beyond the nonperforming party's control and that is not attributable to such nonperforming party's dereliction of duty or negligence hereunder. In the event of any such occurrence, the time for performance of the nonperforming party's obligations or duties shall be suspended until such time as the nonperforming party's inability to perform, provided that the nonperforming party is not responsible for such inability to perform, is removed. The party claiming the suspension of performance shall give notice of such impediment or delay in performance to the other party within ten (10) days of its knowledge of the occurrence of the event or events causing such nonperformance. The nonperforming party shall make all reasonable efforts to mitigate the effects of any suspension of its performance.

21. SIGNATORY WARRANTY

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement to Provide Technology Services Between Dallas County Schools and Dallas County Academy for Academic Excellence, effective as of the Effective Date.

DALLAS COUNTY SCHOOLS:

Rick D. Sorrells, Ed. D.
Superintendent

DALLAS COUNTY ACADEMY FOR ACADEMIC EXCELLENCE:

Approved as to form:

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

Recommended:

Dr. Terry S. Smith
Executive Director

Approved:

Judge Cheryl Lee-Shannon
President
Charter School Board

ATTACHMENT A

2015 – 2016 SERVICES

Managed Internet Access - 100 Mbps at an annual cost of \$4,200.*

*Quoted prices are subject to E-Rate funding and may change depending on reimbursement and discount rates.

District Contact:

Name: _____

Title: _____

Phone Number: _____

Email Address: _____