



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, January 25, 2016 5:00 p.m.

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

FILED

2016 JAN 19 PM 4:05

COUNTY CLERK
DALLAS COUNTY

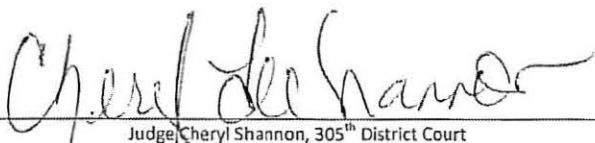
- I. Call to Order
- II. Approval of Minutes
November 23, 2015
- III. Public Comment (Limited to 3 minutes per individual or organization)*
- IV. Informational Item
Updating/Disclosing Outside Income Information
- V. Discussion Items-Juvenile Department
 - A. Director's Report
 - B. Quarterly Reports – Facilities
 - C. Juvenile Justice Alternative Education Program (JJAEP) Update
 - D. Update on Letot RTC – from non-secure to secure
- VI. Action Items - Juvenile Department
 - E. Election of Juvenile Board Chairman
 - F. Election of Juvenile Board Vice-Chairman
 - G. Reauthorization of Dallas County Juvenile Department Purchasing Policy
 - H. Dallas County Juvenile Justice Alternative Program (JJAEP) Budget Amendment 1: Instructional Material Allotment and Line Item Adjustments
- VII. Public Hearing for Academy for Academic Excellence (AAE)
 1. Discussion of Texas Academic Performance Report (TAPR)
- VIII. Discussion Items – Academy for Academic Excellence (AAE) Charter School
 - I. AAE Charter School Update
- IX. Action Items – AAE Charter School
 - J. Renewal of Annual School Board Liability Insurance
 - K. Annual Financial Audit
 - L. Timeline change for Reauthorization of AAE Purchasing Policy
 - M. Campus Improvement Plans
 - N. Academy for Academic Excellence Budget Amendment 1: Maximum Entitlements and Line Item Adjustments
- IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076

Subjects: Litigation Security Personnel Contacts

Notes:

**Individuals Wishing to Speak During the Public Comment Period Must Register With the 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 Shannon, 305th District Court
Chairman, Dallas County Juvenile Board



ACTION ITEM

II.

MINUTES OF MEETING DATE: November 23, 2015

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

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

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

MEMBERS ABSENT: Judge Ken Molberg
Judge Amber Givens-Davis
Judge Clay Jenkins

I. Call to Order

The Dallas County Juvenile Board met at the Youth Village. Judge Cheryl Lee Shannon, Chairman, called the Juvenile Board Meeting to order at 5:01 p.m. Judge Craig Smith arrived at 5:02 pm.

II. Approval of Minutes

Judge Cheryl Lee Shannon presented the minutes from the October 26, 2015, Juvenile Board Meeting for approval. A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the October 26, 2015 minutes. The motion was unanimously approved.

III. Tour of Youth Village

Dallas County Juvenile Board toured the Youth Village at 5:02 p.m. All members returned at 5:10 p.m.

IV. Public Comment

Judge Cheryl Lee Shannon 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:

Dr. Smith acknowledged Dr. John Pita from Psychology Department, who celebrated 25 years of service with Dallas County.

The Juvenile Department hosted the October 29th meeting for the North Texas Violence Gang Task Force (TVGTF) network. Teri Gabourie, the Department's representative, hosted the seventy-five (75) attendees and facilitated a very informative PowerPoint presentation about the Juvenile Department and gang data.

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

214-698-2200 Office

214-698-5508 Fax

The Department's Crossover Youth Practice Model (CYPM) officer, Denise Pena, presented information at the annual CASA volunteer training on October 29th, 2015.

The Juvenile Department hosted the National Adoption Day on Saturday, November 21, 2015.

- Point of Information - Commissioner John Wiley Price asked how many kids were adopted; Mr. Bill Edwards explained 65 kids were adopted.

Throughout the month of October 2015, a total of seven hundred and forty-three (743) Court-ordered CSR hours were completed by two hundred and nine (209) youth at various approved CSR sites in Dallas County. The CSR Coordinator supervised one CSR project at the North View Baptist Church - Community gardening clean up. This event resulted in eleven (11) youth completing a total of sixty-six (66) hours of community service.

Dr. Smith mentioned that the Dr. Jerome McNeil Detention Center received its first library card and the branch has committed to at least 100 books a month for our youth. Once we submit our list of "desired readings" to the branch, finalize our checkout process and reading schedule, they will deliver books directly to our door.

The residents at the Hill Center participated in Anti-Bullying month. The female residents took part in a skit on bullying in which the Education Department helped organize the program. Also, the residents displayed art work as well for the Anti-Bullying month.

Bill Glass Behind the Walls Ministry was at Medlock on November 7th and presented their fall event.

- Point of Information - Commissioner John Wiley Price asked what Family Training was. Dr. Smith explained it was meeting with the family to work with interacting with their children; it is family therapy. Dr. Smith explained that it was not tied with Bill Glass; Bill Glass has their own Family Training.

Eight (8) residents were transported to training for Café Momentum and subsequently the same residents worked at the Café Momentum dinner event. Ten (10) residents were transported to their Review Hearings. One (1) resident was transported to his physical therapy twice this month. One resident was transported to his Endocrinology appointment. Eight (8) residents were transported to attend church service at New Mt. Zion Baptist Church. Resident L. C. was one of the Victor Caballero Scholarships' recipient.

On 10/15/15 residents D. H. and D. M. absconded from Youth Village. Resident D.H. was returned to the facility by his mother within a few hours. Resident D.M was picked up by his mother shortly after absconding from the facility; however, he was not returned. On 10/27/15 he was detained by police for allegedly committing an offense of Burglary of Habitation. He is currently detained in the Dr. Jerome McNeil Detention Center pending court proceedings.

The ESTEEM Court continues at Letot with Judge Shannon presiding. There are three youth and families attending ESTEEM Court in the month of October. One youth graduated in the month of October. Aim, Functional Family Therapy, and Clinical Services have been providing services. The girls and their families participated in a family outing at Medieval Times on October 30, 2015.

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

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

Dr. Smith mentioned on October 19, 2015, was AAE's first professional development day since the start of school. The focus was on interdisciplinary instruction and content-focused TEKS.

On October 21, 2015, JJAEP held its Parent/teacher Conference Night.

On October 29, 2015, JJAEP's computer teacher attended the Odysseyware Summit to gain in-depth knowledge of the Odysseyware System.

Hispanic Scholarship Winners: JJAEP had one student who won the Victor Caballero Scholarship Award. The student was also awarded with a laptop.

JJAEP had an enrollment of 59 students in the month of October.

JJAEP lost a beloved bus driver, Mr. Donald Graham. Dr. Adams (psychological staff member) was available to the students and staff to help them through this grieving process.

C. 304th and 305th District Court Holiday Luncheon:

Judge Andrea Martin mentioned the Holiday Luncheon on December 11, 2015 at the 304th District Courtroom.

VI. Action Items - Juvenile Department**D. TechShare Juvenile Resource addendum # 4:**

Dr. Smith recommended the Juvenile Board approve the TechShare Juvenile 2013 Resource Sharing Amendment # 4 to augment the previous payment schedule effective November 15, 2015, and this agreement will be in effect through June 30, 2016. Except as specifically modified for this Amendment # 4, all terms of the Addendum, as previously amended, shall remain in effect for Dallas County. The payment schedule has been finalized for all Participants.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the TechShare Juvenile 2013 Resource Sharing #4 to augment the previous payment schedule effective November 15, 2015, and this agreement will be in effect through June 30, 2016. Except as specifically modified for this Amendment # 4, all terms of the Addendum, as previously amended shall remain in effect for Dallas County. The payment schedule has been finalized for all Participants. The motion was unanimously approved.

E. December Juvenile Board Meeting and Location (if deemed necessary):

On November 24, 2014, the Juvenile Board approved their 2015 meeting schedule. The approved Juvenile Board meeting schedule reflects the December 2015 meeting will be held "if deemed necessary", on December 18 2015, at 12:30 p.m., at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine if a December meeting will be needed, and/or to consider an alternate meeting time and/or location.

- A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to approve the December 2015 meeting will be held "if deemed necessary", on December 18th at 12:30 p.m., at the Henry Wade Juvenile Justice Center and if any items are needed to addressed it would be done at this review. The motion was unanimously approved. It was stated the review of the Executive Director is scheduled for 12/18/15, and if any items are needed to be addressed it could be done at this review.

F. Juvenile Board 2016 Meeting Schedule and Calendar:

The Department respectfully requested the Juvenile Board approve the 2016 Juvenile Board meeting schedule. Additionally, the Department respectfully requests to augment the meeting locations (with 14 days' notice) if deemed necessary for facility/program certification(s).

- A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to approve the 2016 Juvenile Board meeting schedule. Additionally, the department respectfully requested to augment the meeting locations (with 14 days' notice) if deemed necessary for facility/program certification(s). The motion was unanimously approved.

G. Youth Village Policy and Procedures for 2015:

It was respectfully recommended that the Dallas County Juvenile Board approve the 2015 Policies and Procedures for the Youth Village. It is further recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedures as needed.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to approve the 2015 Policies and Procedures for the Youth Village. It was further recommended that the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedures as needed. The motion was unanimously approved.
- Point of Information – Commissioner John Wiley Price asked if there was any change made to the Youth Village facility in reference to the storage areas. Ms. Leah Probst explained there were no changes, just on the verbiage.

H. Youth Village Certification:

Dr. Smith asked the Board to certify the Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code.

- A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to certify the Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code. The motion was unanimously approved.

I. Gulf Coast Trades Center, Workforce Development Grant Memorandum of Understanding:

The Juvenile Department recommended the Board to approve the request of the Dallas County Juvenile Department to continue the Memorandum of Understanding with Gulf Coast Trades Center, which will allow ten (10) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2016, and the Chairman of the Juvenile Board be authorized to sign the MOU documents on behalf of the Dallas County Juvenile Board.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the request of the Dallas County Juvenile Department to continue the Memorandum of Understanding with Gulf Coast Trades Center, which will allow ten (10) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2016, and the Chairman of the Juvenile Board be authorized to sign the MOU documents on behalf of the Dallas County Juvenile Board. The motion was unanimously approved.
- Point of Information – Commissioner John Wiley Price asked why Dallas County cannot find ten youth to be referred to the program. Dr. Smith explained it's a good thing the county is not sending youth that do not need to be referred to Gulf Coast Trade Center. Dallas County has gone from over 100 youth in private placements to about 57 youth and the goal is to bring the 57 youth back to Dallas County, keeping youth "Closer to home."

J. Youth Services Advisory Board Re-appointments:

The Dallas County Juvenile Department respectfully requested approval from the Juvenile Board to reappoint Dr. Juan Perez; Ms. Sylvia Orozco-Joseph - WHO (We Help Ourselves) National Director and Ms. Vivian Lawrence - Child and Family Guidance Center; Dr. Rebecca Corona - Parkland Hospital, and retired Justice Kerry Fitzgerald, to the Youth Services Advisory Board for the 2016-2018 terms.

- A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to reappoint Dr. Juan Perez; Sylvia Orozco-Joseph - WHO (We Help Ourselves) National Director, Ms. Vivian Lawrence - Child and Family Guidance Center; Dr. Rebecca Corona - Parkland Hospital and retired Justice Kerry Fitzgerald, to the Youth Services Advisory Board for the 2016-2018 terms. The motion was unanimously approved.

K. Youth Services Advisory Board Juror Funds for Fiscal Year 2016:

Dr. Smith asked the Board to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for the Black History Committee, Crane Memorial Fund, Detention Honors, Diversion Male Court, Drug Court, Evening Reporting Center, ESTEEM Court, GED Program, Girls Services, Hill Center, Hispanic Committee, Letot Shelter Cultural Education Program, Mental Health Court, Residential Drug Treatment Program, Substance Abuse Unit, and the START Program in the amount of \$162,592.16

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Youth Services Advisory Board's recommendation for a juror fund allocation for the Black History Committee, Crane Memorial Fund, Detention Honors, Diversion Male Court, Drug Court, Evening Reporting Center, ESTEEM Court, GED Program, Girls Services, Hill Center, Hispanic Committee, Letot Shelter Cultural Education Program, Mental Health Court, Residential Drug Treatment Program, Substance Abuse Unit, and the START Program in the amount of \$162,592.16. The motion was unanimously approved.

L. Juvenile Processing Offices – Mesquite Police Department, Eastfield Community College Police Department, Charlton Methodist Health System Police Department, Cockrell Hill Police Department, Dallas County Hospital District Police Department, Dallas County Juvenile Department:

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Offices for the Mesquite Police Department located at 777 N. Galloway Ave., Mesquite, TX 75149 by approving Rooms 1016, 1019, 1021, 1022, 2008, 4045 and 4047 as Juvenile Processing Offices.

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

In calendar year 2014, the Mesquite Police Department referred three hundred eighty two (382) youth to the Dallas County Juvenile Department. Of the three hundred eighty two (382) referrals, 210 (55%) were Black, 110 (28.8%) were Hispanic, 61 (16%) were White and 1 (3%) was Asian or Pacific Islander. And of the three hundred eighty two (382) referrals, 291 (76.2%) were male and 91 (23.8%) were female.

The Juvenile Department also recommended the Juvenile Board approve the Juvenile Processing Offices for the Eastfield Community College Police Department by approving Room N112E located at 3737 Motley Dr., Mesquite, TX 75150 and Room 112N located at 802 S. Buckner Blvd., Dallas, TX 75217 as Juvenile Processing Offices.

In calendar year 2014, the Eastfield Community College Police Department did not have any juvenile referrals.

The Juvenile Department recommended the Juvenile Board approve the designation of the Juvenile Processing Office for Charlton Methodist Health System Police Department located at 3500 W. Wheatland Road, Dallas, TX 75203 by approving the name change from "CID Office" to the "Juvenile Processing Office".

In calendar year 2014, the Methodist Health System Police Department did not have any juvenile referrals.

The Juvenile Department recommended the Juvenile Board approve the designation of the Juvenile Processing Office for the Cockrell Hill Police Department located at 4125 W. Clarendon Drive, Dallas, TX 75211 by changing the names of the "Interview Room and Sergeant's Office" to the "Juvenile Processing Office".

In calendar year 2014, the Cockrell Hill Police Department did not have any juvenile referrals.

The Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Offices for the Dallas County Hospital District Police Department located at 5223 Tex Oak Avenue, Dallas, TX 75235 by approving the Interview Room 01-910 and Observation Room 01-911 as Juvenile Processing Offices.

In calendar year 2014, the Dallas County Hospital District Police Department did not have any juvenile referrals.

Finally, the Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Office for the Dallas County Juvenile Department located at 2600 Lone Star Drive, Dallas, TX 75212 by approving Detention Center Room B109 as a Juvenile Processing Office.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve all of the Juvenile Processing Offices for Mesquite Police Department, Eastfield Community College Police Department, Charlton Methodist Health System Police Department, Cockrell Hill Police Department, Dallas County Hospital District Police Department and Dallas County Juvenile Department. The motion was unanimously approved.

- Point of Information - Judge Craig Smith asked who inspects the processing offices and Dr. Smith explained it was Rudy Acosta, Leslie Gipson and Roger Taylor. Commissioner John Wiley Price stated there were a lot of referrals at the Mesquite Police Department and asked if there were some kind of process to check if these referrals are legitimate. Judge Shannon explained the District Attorneys can assist and check to see, out of the 382 referrals, how many were actually filed on. Dr. Smith explained from here on forward once the referrals hit 100, they would provide the report of how many were actually filed.

M. Juvenile Processing Offices - Recertification Timeline:

The Juvenile Department recommended the Juvenile Board approve recertifying Juvenile Processing Offices every two years.

- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve recertifying Juvenile Processing Offices every two years. The motion was unanimously approved.
- Point of Information – Commissioner John Wiley Price asked how many processing offices the Juvenile Department has; Mr. Rudy Acosta explained there are 54. Commissioner John Wiley Price asked if he had any discomfort with inspecting the offices every two years. Mr. Acosta said no, because since 2014 every processing office has been recertified. Mr. Acosta explained they now provide specific training that is outlined in the statute of the Family Code. Judge Shannon explained she would like to add a partnering with the District Attorney to interject themselves to make sure everything is in compliance. Commissioner John Wiley Price agreed.

VII. Public Hearing Regarding Charter School First Financial Report

1. A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to open a Public Hearing.
 2. Dr. Smith explained that the Academy for Academic Excellence received a passing score for their Charter School. The Passing Score is 16 and the Charter School received a score of 20.
- Point of Information – Commissioner John Wiley Price asked what the maximum score is; Ms. Karen Ramos stated it is 30. She explained the reason the school did not receive the maximum is because the function codes were not formatted correctly. Commissioner asked the auditor why the school was penalized. The auditor explained the county was not penalized because the school still passed. The auditor explained from now on the format would be submitted correctly.
3. A motion was made by Judge Paula Miller and seconded by Commissioner John Wiley Price to close a Public Hearing. The motion was unanimously approved.
- A motion was made by Judge Andrea Plumlee and seconded by Judge Craig Smith to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
 - A motion was made to convene as the Academy of Academic Excellence Charter School Board by Judge Andrea Plumlee and seconded by Craig Smith. The motion was unanimously approved.

- Point of Information – Commissioner Price asked Ms. Denika Caruthers if the Public Hearing needed to be motioned under the Charter School instead of Juvenile Board; Ms. Caruthers said yes. Commissioner John Wiley Price asked for The Public Hearing (Item #7) to be adopted under Charter School instead of Juvenile Board.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Plumlee to adopt the Public Hearing under the Charter School. The motion was unanimously approved.

VIII. Discussion Items - Charter School

N. Academy for Academic Excellence (AAE) Charter School Update:

Dr. Smith stated AAE campuses held their annual parent/teacher conferences. This included their mandated annual Title I parent meeting. Parent Conference Dates per Campus: October 13th - Letot, October 14th – JDC, Medlock/Youth Village, DRC and October 15 & 20th - SAU.

October 19, 2015, was AAE's first professional development day since the start of school. The focus was on interdisciplinary instruction and content-focused TEKS.

On October 29, 2015, seven computer teachers attended the Odysseyware Summit to gain in-depth knowledge of the Odysseyware System to better serve our students.

October 30, 2015, was the state-mandated PEIMS fall snapshot. AAE had 486 students enrolled, which included GED students. The goal was 506 and Dr. Smith stated Ms. Ramos has a plan to help meet the goals next year.

- Point of information - Ms. Karen Ramos explained the school has lag money from positions that have not been filled. In addition each day at all institutions the school is able to collect ADA for kids that go to court by printing the court docket and the average is 5 kids a day, with smaller campuses 1-2 kids a day. Ms. Karen Ramos stated it would be enough money to help increase the budget.

AAE had one student that won the Victor Caballero Scholarship Award. The student was also awarded a laptop.

All certified teachers were individually conferenced with informing them of the upcoming ESL Symposium(s). The information learned from the Symposium(s) will help them secure their ESL Endorsement.

- Point of information – Commissioner John Wiley Price asked regarding Ms. Ramos' plan, if it is any different than anything the school has always done. Ms. Karen Ramos explained the school had not been collecting the court docket and by collecting the court docket the school can claim the kids as being in school. Regular Independent School Districts utilize this process and now the County does.

IX. Action Items - Charter School

- O. Academy for Academic Excellence and Dallas County Juvenile Institutional Statement of Agreement:**

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

It was respectfully recommended the Academy for Academic Excellence School Board approve the Academy for Academic Excellence and Dallas County Juvenile Institutional Services Statement of Agreement.

- A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to approve the Academy for Academic Excellence and Dallas County Juvenile Institutional Services Statement of Agreement. The motion was unanimously approved.

P. Education Department General Administrative Regulations for the Academy of Academic Excellence (EDGAR):

Dr. Smith asked the Charter School Board to approve the Educational Department General Administrative Regulations (EDGAR) for the Academy for Academic Excellence.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Education Department General Administrative Regulations (EDGAR) for the Academy for Academic Excellence. The motion was unanimously approved.

Q. Reauthorization of Academy for Academic Excellence (AAE) Charter School Purchase Policy:

It was respectfully recommended the Charter School Board approve the modified approval process for ordering needed supplies and materials.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the modified approval for ordering needed supplies and materials. The motion was unanimously approved.

R. Ratification of Juvenile Reentry Education Career and Technical Education Grant Submission:

It was respectfully recommended the Charter School Board ratify the submission of the Juvenile Justice Reentry Grant. It is further recommended that the Academy for Academic Excellence Charter School Board authorize the Dallas County Judge to sign any grant-related documents on the school's and Dallas County's behalf.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to ratify the submission of the Juvenile Justice Reentry Grant. It was further recommended that the Academy for Academic Excellence Charter School Board authorize the Dallas County Judge to sign any grant-related documents on the school's and Dallas County's behalf. The motion was unanimously approved.
- Point of Information – Commissioner John Wiley Price asked if there was any match in the funds. Dr. Smith explained there was no match in funds associated with this particular grant.

S. Accelerated Instructional Plan for Over-age and Under-credited Youth: Dropout Prevention:

It was respectfully recommended the Charter School Board approve the Accelerated Instructional Plan (AIP) for Over-Age and Under-Credited Youth: Dropout Prevention.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the Accelerated Instructional Plan (AIP) for Over-Age and Under-Credited Youth: Dropout Prevention. The motion was unanimously approved.

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

- Point of Information – Commissioner John Wiley Price asked if the plan was for middle school youth. Ms. Karen Ramos explained there is a code which allows school districts to develop a plan to help youth 16 and 17 years old who are in the 7th grade. The youth cannot be socially promoted and the County can work with them and when the youth pass the STARS test the youth receive credits. The youth will go back to their home school more grade-appropriate.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Andrea Plumlee to adjourn as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Judge Andrea Plumlee and seconded by Judge Paula Miller to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

X. Executive Session - Juvenile Department

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

- Judge Cheryl Lee Shannon, Chairman, stated the Juvenile Board had no further matters to be considered. The meeting was adjourned at 6:11 p.m., following a motion by Judge Andrea Plumlee seconded by Judge Paula Miller. The motion was unanimously approved. Meeting adjourned.



INFORMATION ITEM IV.



Dallas County, Texas Disclosure of Outside Income

Introduction:

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

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

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

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

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

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

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



Dallas County, Texas
Disclosure of Outside Income

DISCLOSURE OF OUTSIDE INCOME FORM

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

Reason for Filing

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



Dallas County, Texas

Disclosure of Outside Income

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

DISCLOSURE OF OUTSIDE INCOME

Individual Receiving Income	Relationship to You	Source of Income	Type of Income

☐ I certify that the information requested above is not applicable to my situation as there is no outside income received by myself, any spouse, and/or any dependents.

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

Signature

Date:



Dallas County, Texas
Disclosure of Outside Income

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

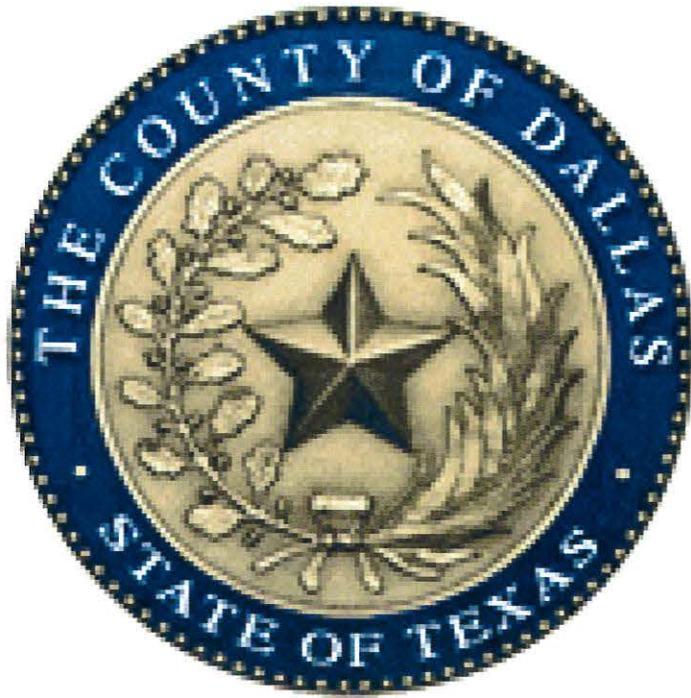
Individual Receiving Income	Relationship to You	Source of Income	Type of Income
John Smith	self	2 nd National Bank	savings account interest
John Smith	self	Go-Far Golf Balls	stock earnings
John Smith	self	Consultants R Us	contract work
Joan Smith	spouse	Acme Rocket Pack, Inc.	salary
Joan Smith	spouse	1111 11 th Street	rental income from property
Johnny Smith	dependent	Hamburger Hut	wages

☐ I certify that the information requested above is not applicable to my situation as there is no outside income received by myself, any spouse, and/or any dependents.

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

Signature

Date:



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

January 2016

The Department recognized outstanding departmental employees for the Year 2015. The Department also recognized the Director's Award for 2015 and the Youth First Award for 2015, for the following staff:

DCJD Employees of the Year: Institutional Services - Jennifer Chisolm (Detention Supervisor), Educational Services - Suzette Shepard (Teacher), Probation Services - James Downing (Field Probation Officer – District 9), Clinical Services – Milena Fertitta (Psychologist), Admin, Executive and Contract Services – Virginia Ward (Contract Services Supervisor).

DCJD Directors Award: Fernando Mendoza (Placement Services Probation Officer).

DCJD Youth First Award: Mario Love (Field Assistant Supervisor – District 5 and Diversion Male Court Coordinator).

PROBATION SERVICES

Mrs. Michelle Minehane laterally transferred into the vacant Special Needs Unit Supervisor position under the Probation Services Division. Mrs. Minehane possesses a wealth of experience and knowledge and we look forward to working with and supporting her in this new leadership role. On December 3, 2015, Diana Saucedo, Probation Officer in the Victim Services Unit, attended the Eighteenth Annual Tree of Angels Ceremony. This ceremony, which was sponsored by the Crime Victims Council of Dallas County, pays special tribute to victims of crime. The nine Probation Field Units, Special Needs Unit, Youth Offender Court and the Diversion Male Court, Placement Services, Drug Diversion Court, Crossover Youth Practice Model and Family Violence Intervention Program participated in the Youth Services Advisory Board (YSAB) Christmas gift-giving event.

Thanks to the generous grant awarded by YSAB, Probation Officers were able to purchase and distribute gifts to youth and families and gave food baskets to needy families. This is the third year of this event and the reactions from the probation officers and the families were heart-felt and proved to be a very worthwhile event.

James Downing, JPO in District 9, was the recipient of the Employee of the Year award for the Probation Services Division. Fernando Mendoza, JPO in the Placement Unit, was the recipient of the Director's award. The Youthful Offender Court held its first graduation ceremony for six deferred adjudicated youth ages 11 to 13 on January 6, 2016.

Community Service Restitution (CSR) Update:

Throughout the month of December 2015, a total of one thousand, six hundred and five (1605) Court-ordered CSR hours were completed by two hundred and ninety (290) youth at various approved CSR sites in Dallas County. The CSR Coordinator supervised nine CSR projects at Habitat for Humanity, Kwanzaa Fest, Sharing Life Outreach and Methodist Church. These events resulted in one hundred and fifteen (115) youth completing a total of six hundred and thirty-one (631) hours of community service.

FIELD SERVICES – CY 2015

	Dec.	YTD
Probation Caseload	1278	1361
New Probationers	108	1420
Review Hearings	176	2101
Delinquent Conduct	14	194
Technical Violations	23	328
Pre-Adjudicated	537	-
PAIS	127	-
Total Caseload	1942	-

* Average

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **90** youth for psychiatric services during the month of December. A total of **86** psychiatric consultations were performed with **59** of those being follow-up consultations. Of the **31** initial psychiatric consultations performed: **27** resulted in no medication being prescribed, **2** had already been prescribed psychotropic medications and continued those, **1** youth was already prescribed psychotropic medication and their medication was discontinued, and **2** started on medication.

INSTITUTIONAL SERVICES DIVISION**DETENTION CENTER****MONTHLY REPORT DECEMBER 2015****Program News & Updates:**

No matter how confused the world may get, Christmas reminds us that love matters. Therefore, each year at this time, we look forward to giving our youth gifts that will put smiles on their faces and give them a sense of hope. Detention, Hill Center, RDT & START residents received 7" Android Tablets, games, books and their number #1 wish, a bag full of snacks and a hearty breakfast that included breakfast burritos, a breakfast lasagna and hot cinnamon rolls.

Special thanks to Ms. Leisa McKibbin and juviGAP for sponsoring the Christmas Eve Decorations and Breakfast with the Residents. And a special thanks to Ms. Cynthia Wallace for her unwavering dogged tenacity in getting donations for our youth. DeeJay Kingdom Biz made the music possible and So Savvy Events of Lancaster catered the food.

We are always elated to have Commissioner John Wiley Price in the house; he put on a mean dance this Christmas that had the residents screaming to have a dance off! Pastor Rickie Rush of IBOC (Inspiring Body of Christ Church) joined us again this year and he along with 93 other volunteers had fun and laughter with the residents. We look forward to the New Year and the changes it will bring to our youth! Happy New Year, we wish you great happiness in a spirit of health and hope!

START PROGRAM				
Activity	Oct	Nov	Dec	YTD
Individual Counseling Sessions	172	238	118	8329
Family Counseling Sessions	21	14	18	74
Victim Impact Panel participation	15	20	12	180
Participation in Family Training Sessions	41	39	28	554
Family Training Sessions	12	10	7	529
Case Staffings	27	27	43	368
Probation Officer Participation in Case Staffings	92.5%	96.2%	86%	

Volunteer Programs and Residents Activity:

Total Volunteers/Hours for December 2015: Volunteers: 118 Hours: 492.

Dallas County HHS tested/counseled **0** 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

**December Special
Programs/Events:**

Breakfast with Residents 12/25/15
(93 volunteers)

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

The Ultimate Gift
A Christmas Story

Friday Night Socials: Made possible
by Covenant Church Juvenile Ministry

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

DETENTION	Oct	Nov	Dec	YTD
Admissions	278	223	207	2965
Releases	303	238	210	2981
ADP	188	151	143	157
ALOS (days)	18.4	25.4	22.9	19.5
Detention Hearings	520	521	408	4970
TYC/Placement Trips	13	10	13	118
Local trips	65	55	63	749
Youth transported	77	58	74	769
START				
Admissions	13	11	11	132
Releases	11	13	9	139
Successful	11	11	7	127
Unsuccessful	0	2	2	12
Administrative	0	0	0	0
ADP	27	31	29	32
ALOS	89.6	88.3	90.0	91.3

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

Program Updates:

The Hill Center residents participated in the Christmas Decorating Contest and received 2nd place. Also, they were able to enjoy nachos and hot dogs over the holidays. On Christmas Day the residents participated in the Dr. Jerome McNeil Jr. Annual Breakfast and they all received gifts as

	Oct.	Nov.	Dec.	YTD
Admissions	45	29	30	427
ADP	29	33	24	33
ALOS	33.6	24.1	27.6	28.3
Releases	39	35	37	435
Total Youth Served	72	62	57	455

well. The females started a new group More Than Meets the Eye on every Monday.

Program and Residents Activities:

Community partner Traffick911 conducted groups with the female residents and also 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. .

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

Grievances from residents: None.

MEDLOCK CENTER MONTHLY REPORT DECEMBER 2015

Medlock Center

New Initiatives:

During the month of December the residents participated in holiday activities including a dorm decorating contest, Adopt A Dorm, and their annual Holiday Celebration that was held on Saturday, December 19, 2015. The Psychology staff provided pizza and drinks on December 21, 2015, as well as ham and cake to add to their meal on Christmas day. Every resident received games, clothing items, and breakfast muffins on Christmas morning. Approved parents and guardians flooded the facility for a special Christmas visitation.

Activities:

Full Gospel Holy Temple, Lake Pointe Baptist Church, Potter's House, and Pleasant Valley Baptist Church, and Life Quest Essentials who also sponsored the Adopt a Dorm activities.

Medical Services/Transports:

Eight (8) youth were transported to Jerome McNeil Detention Center for routine dental care. One youth was transported to court.

TJJD Reports:

There were three reports submitted to TJJD involving inappropriate sexual gestures by the STARS residents. There was no touching involved and all reports were determined to be non-reportable incidents by TJJD and they were not identified as sexual harassment according to PREA standards.

Staff Training

Facility Psychology staff continued to train all staff on Sexual Victimization of youth.

MEDLOCK CENTER				
	Oct	Nov	Dec	YTD
Total				
Admissions	7	15	6	73
Released	7	2	8	90
Successful	7	2	8	86
Unsuccessful	0	0	0	4
Administrative	0	0	0	0
ALOS (days)	198.1	168.5	174.9	194.9
ADP	29	36	40	42
Total Youth Served	35	43	47	129
MEDLOCK STARS				
	Oct	Nov	Dec	YTD
Admissions	0	1	2	33
Releases	2	2	6	35
Successful	1	2	5	26
Unsuccessful	1	0	1	9
Administrative	0	0	0	0
ALOS (days)	369.0	261.5	274.9	282.7
ADP	26	24	21	27
Total Youth Served	27	26	26	55

YOUTH VILLAGE MONTHLY REPORT DECEMBER 2015

On Campus:

Residents and staff participated in the annual Holiday Celebration, "Take Me to the King", on December 3, 2015. The food was provided by employees of "Youth with Faces." The celebration was very well attended by staff, youth, volunteers, parents, and guardians. All residents received hygiene items, games, clothing items, shoes, and other treats. Parents/guardians were allowed to visit on Christmas Day in addition to Saturday, their regular weekly visitation schedule. Residents also participated in a dorm decorating contest and the decorations were utilized to decorate for the Christmas Celebration. Several parents judged the decorations and A-Dorm residents were the overall winners of the contest.

	Oct	Nov	Dec	YTD
Admitted	11	3	8	108
ADP	52	50	47	50
Total Youth Served	69	61	61	148
Releases	11	8	10	104
Successful	4	6	8	82
Unsuccessful	6	2	2	18
Administrative Rel.	1	0	0	4
ALOS	203.5	192.5	176	193.5

Off Campus:

Eight (8) residents were transported to participate in the Service training for Café Momentum. Eight (8) residents went off campus for Café Momentum dinner event. Eight (8) residents had a Review Hearing at JDC court. One (1) resident was transported for a physical therapy appointment (1) time this month. Two (2) residents were transported to Parkland for an X-ray appointment. Four (4) residents were transported to New Mt. Zion Baptist Church to attend Sunday service.

Volunteer /Intern Hours:

Eleven (11) individual volunteers provided ninety (90) volunteer hours. Two (2) chaplains provided six (6) hours of service. Three (3) group volunteer members provided forty-one (41) hours of service for a total of one hundred thirty-eight (138) volunteer hours for the month of December.

Training:

Youthful Offender - S.T.A.R.S Supervision Training for Medlock/Youth Village staff was conducted by Dr. Parker and Dr. Maliti. PREA review training was conducted by Roy Gowan.

Medical Services:

Sixteen (16) residents were transported to dental appointments at the Jerome McNeil Detention Center; Twenty-five (25) were treated at the Med Van and sixteen (16) were seen by Mental Health.

Religious Programs:

Full Gospel Holy Temple, Mt. Zion Baptist Church, Countryside Bible, Shady Grove Baptist Church and Concord Baptist Church.

Account of Reportable Injuries:

There were not reportable injuries for the month of December.

Escape/Furlough:

There were no escapes or youth failing to return from furlough home visits during the month of December.

LETOT CENTER MONTHLY REPORT DECEMBER 2015

Community Initiatives:

Non-Residential Services received 62 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 three youth and families attending ESTEEM Court. Aim, Functional Family Therapy, and Clinical Services have been providing services. Aftercare services have also been provided for the girls who have completed the program. A Christmas party was provided for the current girls and recent graduates and their families. The girls and their families also participated in a few outings to the Nutcracker Ballet and to the movies. The girls also participated in an outing to the Dallas Arboretum's 12 Days of Christmas display.

LETOT CENTER				
Residential	Aug	Sep	Oct	YTD
Admissions	30	24	22	252
Releases	25	22	24	252
ADP	22	23	23	24
ALOS	25.8	34.0	31.0	29.8
Total Youth Served	48	46	46	274
Intake/Orientation				
Admissions	64	60	82	817
Releases	66	57	81	816
ADP	1	2	2	2
ALOS	0.4	0.4	0.3	0.4
Total Youth Served	66	60	82	817

Residential Services:

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

Medical Services:

Residential: Health Screens – 14, Call Backs – 2, Doctor's visits - 14
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith - Based Volunteers: worship and religious study - 3 volunteers, 2.5 hours; Life Skills Volunteers: visiting and teaching - 15 volunteers, 10 hours; Special Events: 4 volunteers, 1 hour.

Clinical Services:

In the Residential Unit, Clinical Services held two process groups with the boys (eight residents) and four process groups with the girls (36 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 residents' cases, provide consultation, and conduct crisis screens as needed (32 rounds).

**LETOT RESIDENTIAL TREATMENT CENTER
MONTHLY REPORT DECEMBER 2015**

Letot Capital Board Initiatives:

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

Residential Treatment	Oct	Nov	Dec	YTD
Admissions	3	3	4	30
Releases	4	2	1	16
ADP	11	11	12	11
Total Youth Served	14	13	15	30

Residential Services:

Drug Education is being provided by the Dallas County Juvenile Department's Substance Abuse Unit.

Social Skills: Learning anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, and assignments.

Big Thought: Residents were able to participate in photography class learning the art of taking photos and how to use a camera. Residents also participated in pottery/art class making bowls, plates and figurines and ornaments to give to their families.

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

Youth With Faces: seven residents were able to participate in a Café Momentum event. The residents were hosting as well as participating in serving food at Letot Shelter and Letot RTC Christmas Celebration. The same residents prepped food for the Youth Village Christmas celebration.

Field Trips: Residents participated in a trip to the Dallas Children's Theater for the play "Miracle on 34th Street".

Eight residents went on a college tour to El Centro community College.

Medical Services:

Residential: Health Screens – 0, Call Backs – 0, Doctor's visits - 9
Recommendations are made for medical and/or clinical follow-up.

Volunteer Services:

Faith-Based Volunteers: worship and religious study - 0 volunteers, 0 hours; Life Skills Volunteers: visiting and teaching - 6 volunteers, 26 hours; Special Events: 7 volunteers, 5 hours.

Yoga group: Residents participated in weekly yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. As the girls participated in yoga, they learned grounding techniques helping them to re-connect with their bodies and feel a sense of safety and self-efficacy.

Clinical Services:

All residents received weekly individual therapy (total of 64.5 hours). The girls also received daily group therapy (art therapy, coping skills, girl empowerment, and My Life My Choice). Art therapy is a therapeutic modality encouraging expression through the use of art materials. Clinicians conducted four art therapy groups this month. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Five coping skills groups were provided. The girl empowerment group enables the girls to increase their self-protective skills by discussing healthy and unhealthy relationships and power dynamics. Four girl empowerment groups were conducted. The girls also participated in My Life My Choice groups, focused on education and prevention of sexual exploitation.

Family therapy was also provided to 11 residents (15.67 client-contact hours). The clinical team also provided crisis intervention (38.5 client-contact hours) and clinical rounds (106.25 client contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Nine of the twelve residents have also received substance abuse education groups, twice a week. These groups were conducted by Ms. Roshunda Hartfield.

Two residents were referred to the Parkland psychiatrist to continue monitoring their psychiatric health.

Youth With Faces has been involved in providing enrichment programs to the girls. All 12 girls participated in Culinary Arts twice a week. Additionally, three girls participated in financial planning and job-related groups twice a week.

December 2015 Referrals

	Alleged Delinquent Behavior																			Alleged CINS Behavior										Other Referrals			All Referrals									
	Felonies												Class A & B Misdemeanors							Status Only		Other than Status Only																				
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	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	1	13	26	20	0	29	18	6	3	5	3	124	84%	3	27	20	19	28	16	0	237	77%	48	70%	0	25	0	1	0	0	0	0	18	44	43%	1	0	4	5	83%	334	69%
Female	0	0	1	9	0	4	2	3	2	0	2	23	16%	0	25	14	1	4	5	0	72	23%	21	30%	0	41	0	0	0	0	0	0	17	58	57%	1	0	0	1	17%	152	31%
	147											309									69		102										6			486						
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	2	0	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0%	0	0%	2	0%	
Black	1	7	18	12	0	13	15	4	1	1	3	75	51%	2	29	19	10	11	7	0	153	50%	44	64%	0	25	0	0	0	0	0	0	15	40	39%	2	0	3	5	83%	242	50%
Hispanic	0	3	9	9	0	19	3	5	4	3	2	57	39%	1	21	11	8	17	9	0	124	40%	21	30%	0	36	0	1	0	0	0	0	18	55	54%	0	0	1	1	17%	201	41%
White	0	3	0	8	0	1	1	0	0	1	0	14	10%	0	2	2	1	4	5	0	28	9%	4	6%	0	5	0	0	0	0	0	0	2	7	7%	0	0	0	0	0%	39	8%
Unknown	0	0	0	0	0	0	1	0	0	0	0	1	1%	0	0	0	1	0	0	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0%	0	0%	2	0%	
	147											309									69		102										6			486						
10 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	1	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0%	0	0%	0	0%	2	0%	
11 Years Old	0	1	0	1	0	1	0	1	0	1	0	5	3%	0	4	1	0	0	0	0	10	3%	0	0%	0	0	0	0	0	0	0	0	2	2	2%	0	0	0	0	0%	12	2%
12 Years Old	0	3	0	1	0	1	0	0	0	0	0	5	3%	0	4	2	2	4	2	0	19	6%	0	0%	0	5	0	0	0	0	0	0	2	7	7%	0	0	0	0	0%	26	5%
13 Years Old	0	2	1	5	0	2	0	1	0	1	1	13	9%	0	10	2	3	2	1	0	31	10%	5	7%	0	6	0	0	0	0	0	0	4	10	10%	0	0	0	0	0%	46	9%
14 Years Old	0	0	8	3	0	8	5	0	0	0	0	24	16%	1	9	4	1	5	6	0	50	16%	7	10%	0	17	0	0	0	0	0	0	12	29	28%	1	0	2	3	50%	89	18%
15 Years Old	1	3	7	3	0	9	4	2	1	3	0	33	22%	0	14	10	6	6	6	0	75	24%	17	25%	0	17	0	1	0	0	0	0	9	27	26%	1	0	0	1	17%	120	25%
16 Years Old	0	2	10	11	0	8	8	4	4	0	4	51	35%	2	11	14	5	15	4	0	102	33%	17	25%	0	17	0	0	0	0	0	0	6	23	23%	0	0	2	2	33%	144	30%
17+ Years Old	0	1	1	5	0	4	3	1	0	0	0	15	10%	0	0	1	3	0	1	0	20	6%	23	33%	0	4	0	0	0	0	0	0	0	4	4%	0	0	0	0	0%	47	10%
	147											309									69		102										6			486						

465 youth accounted for the 486 total referrals.

December 2015 Detentions

	Alleged Delinquent Behavior																				Alleged CINS Behavior										Other Detentions				Total Detentions							
	Felonies												Class A & B Misdemeanors								Status Only					Other than Status Only																
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	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	1	3	18	14	0	20	10	1	1	2	3	73	87%	3	18	4	8	9	6	0	121	79%	36	78%	0	1	0	0	0	0	0	0	0	1	33%	1	0	2	3	75%	161	78%
Female	0	0	1	7	0	0	2	0	0	0	1	11	13%	0	17	1	0	0	4	0	33	21%	10	22%	0	2	0	0	0	0	0	0	0	2	67%	1	0	0	1	25%	46	22%
	84																				154		46												3		4			207		
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	0%
Black	1	1	12	12	0	9	8	1	0	1	3	48	57%	2	18	4	4	4	4	0	84	55%	31	67%	0	1	0	0	0	0	0	0	0	1	33%	2	0	1	3	75%	119	57%
Hispanic	0	2	7	7	0	11	3	0	1	1	1	33	39%	1	16	1	4	4	4	0	63	41%	13	28%	0	2	0	0	0	0	0	0	0	2	67%	0	0	1	1	25%	79	38%
White	0	0	0	2	0	0	1	0	0	0	0	3	4%	0	1	0	0	1	2	0	7	5%	2	4%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	9	4%
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0%
	84																				154		46												3		4			207		
10 Years Old	0	1	0	0	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	1	0	2	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	2	1%
11 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	3	0	0	0	0	0	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	3	1%
12 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	3	0	1	1	2	0	8	5%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	8	4%
13 Years Old	0	0	0	5	0	1	0	0	0	0	0	6	7%	0	5	0	0	0	1	0	12	8%	4	9%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	16	8%
14 Years Old	0	0	7	2	0	5	3	1	0	0	0	18	21%	1	8	0	1	0	4	0	32	21%	5	11%	0	1	0	0	0	0	0	0	0	1	33%	1	0	0	1	25%	39	19%
15 Years Old	1	0	5	3	0	5	3	0	0	2	0	19	23%	0	11	3	2	2	0	0	37	24%	16	35%	0	2	0	0	0	0	0	0	0	2	67%	1	0	2	3	75%	58	28%
16 Years Old	0	2	7	10	0	8	6	0	1	0	4	38	45%	2	4	2	4	6	2	0	58	38%	9	20%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	67	32%
17+ Years Old	0	0	0	0	0	1	0	0	0	0	0	1	1%	0	1	0	0	0	0	0	2	1%	12	26%	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0%	14	7%
	84																				154		46												3		4			207		

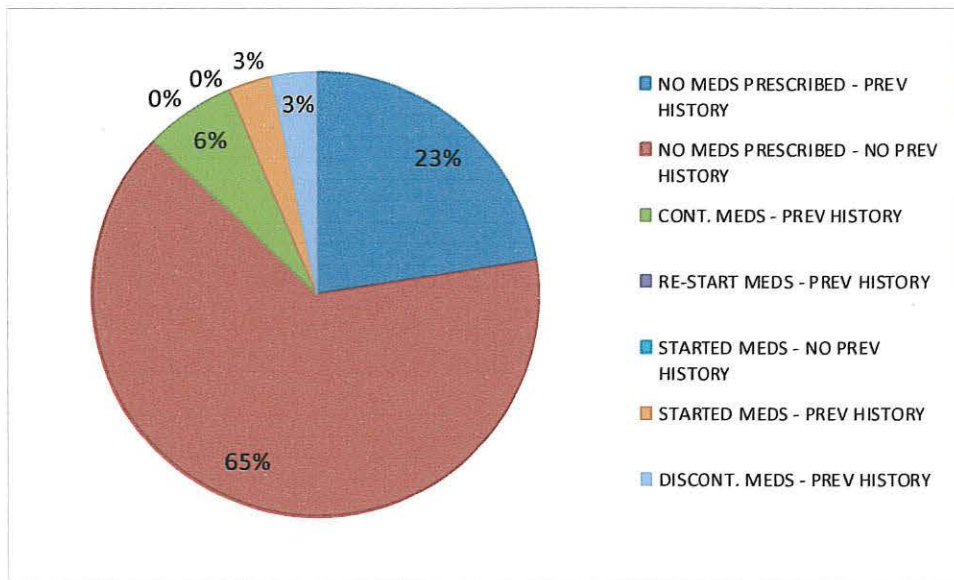
201 youth accounted for the 207 total detentions.

PSYCHIATRIC CONSULTATIONS COMPLETED - 2015

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Consultations	107	86	109	107	94	82	137	138	83	125	59	90	1217
A. Initial Consultations	23	31	36	60	44	22	28	56	24	47	28	31	430
B. Follow-Up Consultations	84	55	73	47	50	60	109	82	59	78	31	59	787
2. Total Number of Youth Receiving Consultations	101	71	90	99	90	82	133	125	78	117	59	86	1131

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	20	22	13	28	16	27	230
2. Medication Discontinued	0	1	2	3	2	3	3	1	3	1	4	1	24
3. Continued on Medication	11	14	12	20	5	4	2	24	7	13	6	2	120
4. Started on Medication	2	4	5	12	8	4	3	9	1	5	2	1	56



NO MEDS PRESCRIBED - PREV HISTORY -	7
NO MEDS PRESCRIBED - NO PREV HISTORY -	20
CONT. MEDS - PREV HISTORY -	2
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	0
STARTED MEDS - PREV HISTORY -	1
DISCONT. MEDS - PREV HISTORY -	1

JUVENILE DELINQUENCY IN DALLAS COUNTY

Calendar Years 2006-2015

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

JUVENILE DELINQUENCY IN DALLAS COUNTY
Referrals for Calendar Years 2013 - 2015

OFFENSE TYPES	2013	2014	2015
Homicide (F)	9	5	5
Attempted Homicide (F)	0	0	0
Sexual Assault (F)	160	170	142
Robbery (F)	226	209	217
Assaultive (F)	236	269	272
Other Violent (F)	0	3	3
Burglary (F)	427	395	367
Theft (F)	184	176	214
Other Property (F)	51	68	66
Drug Offenses (F)	105	91	54
Weapons Offenses (F)	46	55	49
Other Felony (F)	60	72	87
Total Felony	1,504	1,513	1,476
Weapons Offenses (M)	48	30	33
Assaultive (M)	516	631	595
Theft (M)	614	582	528
Other Property (M)	178	170	211
Drug Offenses (M)	440	499	453
Other Misdemeanors (M)	516	513	481
Total Misdemeanors	2,312	2,425	2,301
Contempt of Magistrate (M*)	489	472	201
Violation of Court Order (M*)	652	577	598
Total VOP and Contempt	1,141	1,049	799
Truancy	15	4	1
Runaway	779	805	867
Alternative Education Expulsion	7	39	16
Property (was theft)	13	10	10
Disorderly Conduct	24	6	3
Drugs	8	1	3
Liquor Laws	5	2	1
Sex Offenses	6	3	0
Other CINS	215	230	421
Crisis Intervention	43	106	0
Contract Detention	55	41	35
Failure to Appear in Juvenile Court	83	54	21
Violations of Conditions of Release	39	51	29
Total Status, CINS and Other Admin	1,292	1,352	1,407
TOTAL REFERRALS	6,249	6,339	5,983
Administrative Hold	12	24	14
Bench Warrant	9	3	8
Directive to Apprehend/Warrant	8	39	124
Out of County Warrant	1	5	1
Referee Order	204	204	164
TJJD Directive	0	1	2
TJJD Warrant	1	1	0
TOTAL ALL OTHERS	235	277	313

In 2013, the following issues affected in how data was entered into and accessed from JCMS TechShare:

- Prior to April, the total number of referrals reported did not include paper referrals that had not yet been formalized with a JCMS referral date.
- Through November, many offenses now classified as Other Administrative referrals (e.g. referee orders, bench warrants, administrative holds, etc.) were also not given a JCMS referral date and were therefore not included in previous reports and statistical totals.

The numbers above reflect the changes that have since been implemented and as such, are an accounting of all referrals received by the Dallas County Juvenile Department in the years indicated.



DISCUSSION

ITEM

B.

Dr. Jerome McNeil Jr. Detention Center

4th Quarter Report 2015

The Dr. Jerome McNeil Jr. Detention Center is registered by the Texas Juvenile Justice Dept. and has the capacity to house 322 youth. 4TH quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	OCT	NOV	DEC	Quarter Total
Physical Restraints	26	26	30	82
Mechanical Restraints	7	10	8	25
Escape - Serious Incident	0	0	0	0
Attempted Escape - Serious Incident	0	4	4	8
Suicide Gesture - Serious Incident	1	1	1	3
Attempted Suicide - Serious Incident	3	4	6	13
Reportable Injury - Serious Incident	1	1	1	3
Staff Injury	2	3	1	6
Youth on Youth Physical Assault - Serious Incident	2	8	2	12
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

OCTOBER 2015

1. (10/3/2015) Resident L.P. was transported to Parkland Hospital via staff due to sore throat.

NOVEMBER 2015

1. (11/7/2015) Resident C.S. was transported to Parkland Hospital by staff due to a self-inflicted scratch under the resident's right eye, from a hygiene comb.

DECEMBER 2015

1. (12/16/2015) Resident A.M. was transported by staff to Parkland Hospital due to resident injuring their left middle finger.

Dr. Jerome McNeil Jr. Detention Center

4th Quarter RDT Report 2015

The Dr. Jerome McNeil Jr. Detention Center is registered by the Texas Juvenile Justice Dept. and has the capacity to house 322 youth. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	October	November	December	Quarter Total
Physical Restraints	4	1	11	16
Mechanical Restraints	1	0	1	2
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	1	1
Youth on Youth Sexual Conduct	0	0	0	0

Account of Reportable Injuries:

Oct. 2015: None

Nov. 2015: None

Dec. 2015: None

Dr. Jerome McNeil Jr. Detention Center

4th Quarter START Report 2015

The Dr. Jerome McNeil Jr. Detention Center is registered by the Texas Juvenile Justice Dept. and has the capacity to house 322 youth. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec	Quarter Total
Physical Restraints	2	1	14	17
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	0	0	0

Account of Resident Injuries:

Oct. 2015: None

Nov. 2015: None

Dec. 2015: None

Marzelle C. Hill Transition Center

4th Quarter Report 2015

The Marzelle C. Hill Transition Center is registered by the Texas Juvenile Justice Dept. and has the capacity to house 48 youth. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec	Quarter Total
Physical Restraints	2	7	2	11
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	1	1	0	2
Reportable Injury - Serious Incident	0	0	0	0
Youth on Youth Physical Assault - Serious Incident	0	2	0	2
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:

Oct. 2015: None

Nov. 2015: None

Dec. 2015: None

Letot Center 4th Quarter Report 2015

The Letot Center is registered by TJJD and has the capacity to house 40 residents. (Orientation and Residential programs). This quarter's statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec	Quarter Total
Physical Restraints	1	3	3	7
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Escape - Serious Incident	1	0	0	1
Attempted Escape - Serious Incident	0	0	0	0
Attempted Suicide - Serious Incident	0	0	0	0
Reportable Injury - Serious Incident	0	1	0	1
Youth on Youth Physical Assault - Serious Incident	2	0	0	2
Youth Sexual Conduct - Serious Incident	0	0	1	1
Resident Injuries Requiring Medical Treatment	0	0	0	0
Staff Injuries Requiring Medical Treatment	0	0	0	0

Account of Reportable Injuries:

11/27/15 – Injury during recreation – resident was adjusting weight bar when a 25 lb. weight plate fell on his foot. Youth was seen at Children's Medical Center by Dr. Kristine Willis. Youth sustained a broken foot.

Letot Residential Treatment Center 4th Quarter Report 2015

The Letot Residential Treatment Center is registered by TJJD and has the capacity to house 96 residents. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec	Quarter Total
Physical Restraints	0	0	0	0
Chemical Restraints	0	0	0	0
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	2	0	0	2
Attempted Escape - Serious Incident	0	0	0	0
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	2	1	3
Resident Injuries Requiring Medical Treatment	0	0	0	0
Staff Injuries Requiring Medical Treatment	0	0	0	0

Account of Resident Injuries:

Oct. 2015: None

Nov. 2015: None

Dec. 2015: None

Lyle B. Medlock

4th Quarter Report 2015

Lyle B. Medlock Treatment Facility is registered by the Texas Juvenile Justice Dept. and Has the capacity to house 96 youth. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct.	Nov.	Dec.	Quarter Total
Physical Restraints	0	8	1	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 (Non- Contact)	0	0	3	3

Account of Reportable Injuries:

Oct. 2015: None

Nov. 2015: None

Dec. 2015 None

Dallas County Youth Village 4th Quarter Report 2015

The Dallas County Youth Village is registered by the Texas Juvenile Justice Dept. and has the capacity to house 72 youth. 4th quarter statistics for the facility are as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec	Quarter Total
Physical Restraints	6	6	10	22
Mechanical Restraints	0	0	0	0
Runaway - Serious Incident	1	0	0	1
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
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	1	1

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

Runaway: On 10/15/15 resident D. M. ran from the facility. He has since been detained.

Staff Injuries:

November: JSO K. Brown was assaulted by resident K. W. (hit her in the facial area).

December: On 12/9/15 JSO L. Craft and JSO D. Franklin sustained minor injuries during a physical restraint.

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

Dallas County Juvenile Justice Alternative Education Program 4th Quarter Report 2015

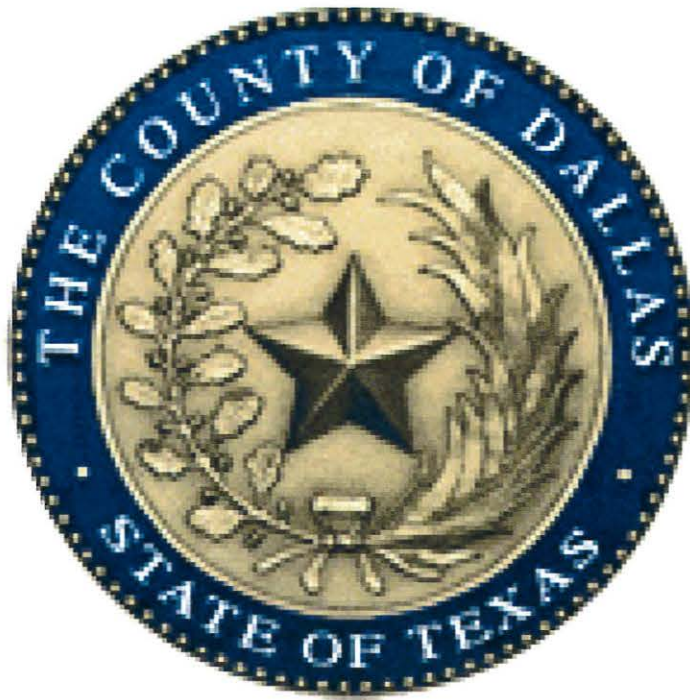
The Dallas Juvenile Justice Alternative Program statistics were as follows:

Incident Description (Performance Measures)	Oct	Nov	Dec.	Quarter Total
Physical Restraints	2	2	1	5
Reportable Injury - Serious Incident	1	0	0	0
Youth on Youth Physical Assault - Serious Incident	1	0	0	0
Youth on Youth Sexual Assault - Serious Incident	0	0	0	0
Suicide gesture	1	1	0	2
Staff Injuries Requiring Medical Treatment	0	1	1	1

Account of Reportable Injuries: There was one reportable injury during this quarter. D.A. was assaulted by another student and his jaw was broken in two places. The other student, R.C., was arrested.

Staff Injuries: There were two injuries to the same staff member during this quarter as a result of a restraint.

Suicide Gesture: One student (A.F.) was hospitalized twice due to statements regarding suicidal ideations (Green Oaks and Hickory Trails).



DISCUSSION ITEM C.

JJAEP Campus

DECEMBER MONTHLY REPORT

QUOTE OF THE MONTH

Christmas is not as much about opening our presents as opening our hearts. - Janice Maeditere

INSTRUCTION AT A GLANCE

Total Enrollment – 62 students.

The month of December was an extremely short academic month but filled with important academic tasks. All of the students' hard work came to completion as semester exams were administered and semester grades were calculated.

Eighteen high school students were given the opportunity to re-test on one or more of the End of Course tests during the week of December 7th. The rest of the students not testing continued their instruction without interruption. Because of the changes in the testing company, our registrar had to work diligently with all of the school districts served to ensure the correct students received the correct standardized tests. We are proud to say that all of our students took the test very seriously and that the tests were administered without any problems.

To celebrate the holidays, students participated in a homeroom door decorating event. The hallways were festive with Christmas decorations.

Professional Development

All staff members were trained in the state standardized testing procedures the week of December 1st – 3rd.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT										
Student Enrollment as of :		12/18/2015		Total Enrollment:		62				
Students on Probation/Spv.:		42		67.74%						
OFFENSE STATUS										
Disc.:		18		29.03%		Mand.:		43		
				69.35%		Plmt.:		1		
								1.61%		
DEMOGRAPHICS										
Category					Category					
GENDER					DISTRICT	Number	Percent			
Male			Female		CFB-904	3	4.84%			
48	77.42%		14	22.58%		CHISD-904	4	6.45%		
GRADE	Number	Percent				Coppell-992	3	4.84%		
3	0	0.00%				Desoto-906	4	6.45%		
4	0	0.00%				DISD-905	17	27.42%		
5	1	1.61%				Duncanville-907	9	14.52%		
6	4	6.45%				Garland-909	7	11.29%		
7	12	19.35%				GPISD-910	3	4.84%		
8	12	19.35%				HPISD-911	0	0.00%		
9	10	16.13%				IRVING-912	4	6.45%		
10	9	14.52%				Lancaster-913	2	3.23%		
11	8	12.90%				Mesquite-914	1	1.61%		
12	6	9.68%				RISD-916	5	8.06%		
	62	100.00%				Sunnyvale-919	0	0.00%		
						62	100.00%			
AGE	Number	Percent	ETHNICITY			Number	Percent			
10	0	0.00%	African American			25	40.32%			
11	4	6.45%	Asian			7	11.29%			
12	4	6.45%	Caucasian			0	0.00%			
13	11	17.74%	Hispanic			30	48.39%			
14	9	14.52%	Native American			0	0.00%			
15	11	17.74%				62	100.00%			
16	11	17.74%								
17	7	11.29%								
18+	5	8.06%								
	62	100.00%								
OFFENSE DESCRIPTIONS						Number	Percent			
D-12/13	Serious/Persistent Misbehavior					9	14.52%			
D-14	Misdemeanor Drugs					0	0.00%			
D-15	Felony Criminal Mischief					0	0.00%			
D-16	Court/County Placement					0	0.00%			
D-17	Assault Against Employee					6	9.68%			
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)					1	1.61%			
D-19	False Alarm/Terroristic Threat					1	1.61%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary					1	1.61%			
M-01	Weapons/Firearms					5	8.06%			
M-02	Weapons other than Firearm					12	19.35%			
M-03	Aggravated Assault					12	19.35%			
M-04	Sexual Assault					1	1.61%			
M-05	Aggravated Sexual Assault					0	0.00%			
M-06	Arson					0	0.00%			
M-07	Murder Offenses/Manslaughter					0	0.00%			
M-08	Indecency with a Child					1	1.61%			
M-09	Aggravated Kidnapping					0	0.00%			
M-10	Felony Drugs					11	17.74%			
M-11	Retaliation Against Any Employee					0	0.00%			
M-12	Aggravated Robbery					1	1.61%			
P-16	Court Placement					1	1.61%			
						62	100.00%			
DETENTION; PLACEMENT or WARRANTS:						1	1.61%			
SPECIAL EDUCATION STUDENTS:						9	14.52%			
Avg. Daily Attendance:		54	82.40%	Cum. SY Daily Attendance:		46	81.61%			

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2015-2016 School Year

The month of December began with 65 students and ended with 62 students enrolled to attend the Dallas County's JJAEP. On average, there were 54 or 82.40% of the students attending on any given day in December. Of the 62 students enrolled at month end, there were 18 discretionary referrals; 1 placement; and 43 mandatory referrals.



DISCUSSION ITEM D.



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: January 25, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Chairman of the Juvenile Board

Background of Issue:

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

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

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

Legal Information:

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

Recommendation:

It is respectfully recommended that the Board elect a Chairman of the Juvenile Board for the 2016 term.

Recommended By:


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

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 25th day of January, 2016, 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 152.0361 of the Human Resource Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Chairman; and

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

WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Chairman for the 2016 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects _____ as Chairman of the Dallas County Juvenile Board for the 2016 term.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____ to nominate _____, as Chairman of the Dallas County Juvenile Board, and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Approved By:

Commissioner John Wiley Price, Vice 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: January 25, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Vice-Chairman of the Juvenile Board

Background of Issue:

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

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

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

Legal Information:

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

Recommendation:

It is respectfully recommended that the Board elect a Vice-Chairman of the Juvenile Board for the 2016 term.

Recommended By:



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

JUVENILE BOARD ORDER

ORDER NO: 2016 -XXX

DATE: January 25, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 25th day of January, 2016, 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 152.0361 of the Human Resource Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Vice-Chairman; and

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

WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Vice-Chairman for the 2016 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects _____, as Vice-Chairman of the Dallas County Juvenile Board for the 2016 term.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

The forgoing Juvenile Board Order was lawfully moved by _____ and seconded by _____, to nominate _____, as Vice-Chairman of the Dallas County Juvenile Board and duly adopted by the Juvenile Board on a vote of _ for the motion and _ opposed.

Approved By:

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: January 25, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Reauthorization of Dallas County Juvenile Department Purchasing Policy

Background of Issues

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

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

Impact on Operations and Maintenance

The Purchasing Department, in accordance with purchasing policies and procedures, requires a Juvenile Board Order or Commissioners Court Order when purchasing items outside of basic office supplies and copier paper, and in some cases a contract to purchase materials and supplies, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Juvenile Board approval or Commissioners Court approval to expedite processing.

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

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

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

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

- (1) \$0.01--\$500. Purchases in this range may be processed via a standing Juvenile Board Order or Commissioners Court Order that authorizes payments for items.
- (2) \$500.01--\$1,000.00. Purchases in this range require the Department Head's signature and the standing Juvenile Board Order or Commissioners Court Order in (1) above.
- (3) \$1,000.01--\$3,500.00 . Purchases in this range require a signed authorization by the Juvenile Board Chair. The standing Board order will have given the Juvenile Board Chair authorization to sign approving purchases in this range.
- (4) \$3,500.01—and above. Purchases in this range require a traditional Juvenile Board briefing and order and must comply with Dallas County and Local Government Code purchasing policies and procedures.

All purchases made with general fund, grants funds, and federal funds must comply with Dallas County and Local Government Code purchasing policies and procedures.

Strategic Plan Compliance:

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

Legal Impact

Dallas County purchasing policies and procedures as well as Local Governments Purchasing Codes require that all purchases be made from a contract vendor or purchased through a purchasing agent of the County. The modification requested will not circumvent or violate any previously mentioned purchasing policies or procedures.

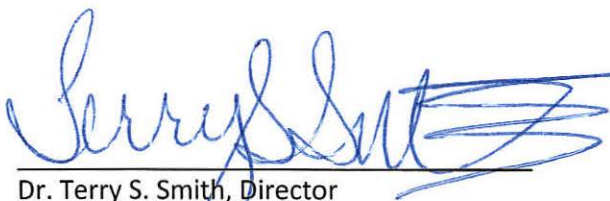
Financial Impact/Considerations

The modification requested does not require any additional funding. The cost for any materials, supplies ordered, or invoices to be paid were accounted for under specific line items in the budget before services or goods were acquired. This information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

Recommendation

It is recommended that the Juvenile Board approve to continue the current purchasing policy for ordering needed supplies, materials, and services for the Juvenile Department and JJAEP.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016-XXX
DATE: January 25, 2016
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 25th day of January, 2016, 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 Purchasing Department, in accordance with purchasing policies and procedures, requires a Juvenile Board Order or Commissioners Court Order when purchasing items outside of basic office supplies and copier paper, and in some cases a contract to purchase materials, supplies, services, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Juvenile Board approval or Commissioners Court approval to expedite processing; and

WHEREAS, the Department is recommending continuing the policies previously approved by the Board. These purchasing procedures are summarized below:

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

All purchases made with general fund, grants funds, and federal funds must comply with Dallas County and Local Government Code purchasing policies and procedures; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve to continue the current purchasing policy for ordering needed supplies, materials, and services for the Juvenile Department and JJAEP.

DONE IN OPEN BOARD MEETING this 25th day of January 2016.

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
Juvenile Board Chair



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: January 25, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Dallas County Juvenile Justice Alternative Education Program Budget Amendment #1:
Instructional Materials Allotment and Line Item Adjustments

Background of Issue:

The FY2016 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from Governance Committee members. The purpose of this brief is to seek authorization to amend the projected totals and to make line item adjustments to meet the needs of the campus.

Impact on Operations and Maintenance:

After submission of the original budget, it was determined that the purchase of supplemental materials was needed to support student achievement. These adjustments are budgeted and purchased with DCJJAEP's Instructional Materials Allotment (IMA). IMA appropriations include instructional materials, technology equipment and technology-related services. IMA funds are determined by the Texas Education Agency (TEA) and are distributed equally to districts based on total enrollment.

DCJJAEP is seeking the approval for the following purchase for instructional materials using IMA funds that was not previously included in the 2015-2016 budget:

Supplemental Materials:

Textbooks	\$10,800.00
Character Development and Leadership Curriculum	\$3,800.00
Dictionaries	\$260.00

Technology Equipment and Related Services:

E-beam system (Interactive Technology)	\$1,800.00
Teacher Laptops	\$5,223.88
In-focus Projector	\$787.00
Technology Support	\$360.00
EPS Customized Learning Solution/Literacy and Math	\$1,860.00
Edmentum (ESL Reading Smart)	\$750.00
TOTAL	\$25,640.88

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

214-698-2200 Office

214-698-5508 Fax

Strategic Plan Compliance:

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

Legal Information:

The DCJJAEP budget requires the approval of the Juvenile Board.

Financial Impact/Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The budget amendment will be implemented for the remainder of FY2016 in accordance with state and federal guidelines and timelines.

Recommendation:

It is recommended that the Juvenile Board approve the budget amendment #1 for DCJJAEP.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 25th day of January 2016, 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 FY2016 Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) budget, based on projected attendance and program needs, has been developed with input from program staff and information gained from Governance Committee members. Authorization is sought to amend the projected totals and to make line item adjustments to meet the needs of the campus; and

WHEREAS, after submission of the original budget, it was determined that the purchase of supplemental materials was needed to support student achievement. These adjustments are budgeted and purchased with DCJJAEP's Instructional Materials Allotment (IMA). IMA appropriations include instructional materials, technology equipment and technology-related services. IMA funds are determined by the Texas Education Agency (TEA) and are distributed equally to districts based on total enrollment; and

WHEREAS, DCJJAEP is seeking the approval for the following purchase for instructional materials using IMA funds that was not previously included in the 2015-2016 budget:

Supplemental Materials:

Textbooks	\$10,800.00
Character Development and Leadership Curriculum	\$3,800.00
Dictionaries	\$260.00

Technology Equipment and Related Services:

E-beam system (Interactive Technology)	\$1,800.00
Teacher Laptops	\$5,223.88
In-focus Projector	\$787.00
Technology Support	\$360.00

**DCJJAEP Budget Amendment#1:
Instructional Materials Allotment and Line Item Adjustments**

Page 2

EPS Customized Learning Solution/Literacy and Math	\$1,860.00
Edmentum (ESL Reading Smart)	\$750.00
IMA FUNDS TOTAL	\$25,640.88

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 the budget amendment is for the remainder of FY2016 and in accordance with state and federal guidelines and timelines.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves budget amendment #1 as presented.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

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



**PUBLIC HEARING
INFORMATION - AAE
VII.**

2014-15 Texas Academic Performance Report

District Name: **ACADEMY FOR ACADEMIC EXCELLENCE**

District Number: **057814**

2015 Accountability Rating: **Not Rated**
(evaluated with alternative education accountability provisions)

This district is a Charter District.

2015 Special Education Determination Status:

Meets Requirements

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent at Phase-in Satisfactory Standard or Above														
Grade 6														
Reading	2015	77%	79%	*	*	-	-	-	-	-	-	-	*	-
STAAR Percent at Phase-in Satisfactory Standard or Above														
Grade 7														
Reading	2015	76%	78%	*	*	*	-	-	-	-	-	-	*	*
Writing	2015	73%	75%	*	*	*	-	-	-	-	-	-	*	*
STAAR Percent at Phase-in Satisfactory Standard or Above														
Grade 8 **														
Reading	2015	88%	89%	83%	*	*	-	-	-	-	-	-	83%	*
Science	2015	71%	74%	*	*	*	-	-	-	-	-	-	*	*
Social Studies	2015	65%	68%	*	*	*	-	-	-	-	-	-	*	*
STAAR Percent at Phase-in Satisfactory Standard or Above														
End of Course														
English I	2015	71%	73%	23%	*	*	-	-	*	-	*	*	21%	*
English II	2015	72%	74%	*	*	*	*	-	*	-	-	*	*	*
Algebra I	2015	81%	83%	20%	*	*	-	-	*	-	*	*	22%	*
Biology	2015	91%	93%	24%	*	*	*	-	*	-	*	*	22%	*
U.S. History	2015	91%	92%	*	*	*	-	-	-	-	-	*	*	-
STAAR Percent at Phase-in Satisfactory Standard or Above														
All Grades														
All Subjects	2015	77%	79%	23%	23%	21%	*	-	*	-	*	*	23%	33%
Reading	2015	77%	79%	25%	33%	19%	*	-	*	-	*	*	25%	45%
Mathematics	2015	81%	83%	20%	*	*	-	-	*	-	*	*	22%	*
Writing	2015	72%	74%	*	*	*	-	-	-	-	-	-	*	*

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent at Phase-in Satisfactory Standard or Above														
All Grades														
Science	2015	78%	80%	23%	*	*	*	-	*	-	*	*	21%	*
Social Studies	2015	78%	80%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent at Postsecondary Readiness Standard														
All Grades														
Two or More Subjects	2015	41%	44%	*	*	*	-	-	*	-	-	*	*	*
Reading	2015	46%	48%	*	*	*	-	-	*	-	-	*	*	*
Mathematics	2015	48%	51%	*	*	*	-	-	*	-	-	*	*	-
Writing	2015	34%	38%	*	*	*	-	-	-	-	-	-	*	*
Science	2015	44%	47%	*	*	*	-	-	*	-	-	*	*	*
Social Studies	2015	44%	48%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent at Advanced Standard														
All Grades														
All Subjects	2015	16%	19%	*	*	*	*	-	*	-	*	*	*	*
Reading	2015	17%	19%	*	*	*	*	-	*	-	*	*	*	*
Mathematics	2015	20%	23%	*	*	*	-	-	*	-	*	*	*	*
Writing	2015	9%	11%	*	*	*	-	-	-	-	-	-	*	*
Science	2015	16%	18%	*	*	*	*	-	*	-	*	*	*	*
Social Studies	2015	19%	23%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent Met or Exceeded Progress														
All Grades														
All Subjects	2015	57%	59%	*	*	*	-	-	*	-	-	*	*	*
Reading	2015	59%	61%	*	*	*	-	-	*	-	-	-	*	*

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent Met or Exceeded Progress														
All Grades														
Mathematics	2015	47%	51%	*	*	*	-	-	-	-	-	*	*	-
STAAR Percent Exceeded Progress														
All Grades														
All Subjects	2015	15%	16%	*	*	*	-	-	*	-	-	*	*	*
Reading	2015	16%	17%	*	*	*	-	-	*	-	-	-	*	*
Mathematics	2015	19%	22%	*	*	*	-	-	-	-	-	*	*	-
Progress of Prior Year STAAR Failers (Percent of Failers Passing STAAR)														
Sum of Grades 4-8														
Reading	2015	39%	40%	*	*	*	-	-	-	-	-	-	*	*
	2014	45%	46%	*	*	-	-	-	-	-	-	-	*	-

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Student Success Initiative													
Grade 8 Reading													
Students Meeting Phase-in 1 Level II Standard on First STAAR Administration													
2015	76%	78%	83%	*	*	-	-	-	-	-	-	83%	*
Students Requiring Accelerated Instruction													
2015	24%	22%	*	*	*	-	-	-	-	-	-	*	*
STAAR Cumulative Met Standard													
2015	85%	86%	83%	*	*	-	-	-	-	-	-	83%	*
STAAR Failers Promoted by Grade Placement Committee													
2014	95%	91%	88%	100%	*	*	-	-	-	-	*	88%	-

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡
 Bilingual Education/English as a Second Language

(Current Year ELL Students)

		State	Region 10	District	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL	ESL Content	ESL Pull-Out	LEP No Services	LEP With Services	Total ELL
STAAR Percent at Phase-in Satisfactory Standard or Above															
All Grades															
All Subjects	2015	77%	79%	23%	-	-	-	-	-	*	*	*	*	*	33%
Reading	2015	77%	79%	25%	-	-	-	-	-	*	*	*	*	*	45%
Mathematics	2015	81%	83%	20%	-	-	-	-	-	*	*	*	-	*	*
Writing	2015	72%	74%	*	-	-	-	-	-	-	-	-	*	-	*
Science	2015	78%	80%	23%	-	-	-	-	-	*	*	*	*	*	*
Social Studies	2015	78%	80%	*	-	-	-	-	-	*	-	*	*	*	*
STAAR Percent at Postsecondary Readiness Standard															
All Grades															
Two or More Subjects	2015	41%	44%	*	-	-	-	-	-	*	*	*	*	*	*
Reading	2015	46%	48%	*	-	-	-	-	-	*	*	*	*	*	*
Mathematics	2015	48%	51%	*	-	-	-	-	-	-	-	-	-	-	-
Writing	2015	34%	38%	*	-	-	-	-	-	-	-	-	*	-	*
Science	2015	44%	47%	*	-	-	-	-	-	*	*	*	*	*	*
Social Studies	2015	44%	48%	*	-	-	-	-	-	*	-	*	*	*	*
STAAR Percent at Advanced Standard															
All Grades															
All Subjects	2015	16%	19%	*	-	-	-	-	-	0%	0%	0%	0%	0%	*
Reading	2015	17%	19%	*	-	-	-	-	-	0%	0%	0%	0%	0%	*
Mathematics	2015	20%	23%	*	-	-	-	-	-	0%	-	0%	-	0%	*
Writing	2015	9%	11%	*	-	-	-	-	-	-	-	-	0%	-	*
Science	2015	16%	18%	*	-	-	-	-	-	0%	0%	0%	0%	0%	*

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Performance ‡
 Bilingual Education/English as a Second Language

(Current Year ELL Students)

		State	Region 10	District	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL	ESL Content	ESL Pull-Out	LEP No Services	LEP With Services	Total ELL
STAAR Percent at Advanced Standard															
All Grades															
Social Studies	2015	19%	23%	*	-	-	-	-	-	0%	-	0%	0%	0%	*
STAAR Percent Met or Exceeded Progress															
All Grades															
All Subjects	2015	57%	59%	*	-	-	-	-	-	*	-	*	*	*	*
Reading	2015	59%	61%	*	-	-	-	-	-	*	-	*	*	*	*
Mathematics	2015	47%	51%	*	-	-	-	-	-	-	-	-	-	-	-
STAAR Percent Exceeded Progress															
All Grades															
All Subjects	2015	15%	16%	*	-	-	-	-	-	*	-	*	*	*	*
Reading	2015	16%	17%	*	-	-	-	-	-	*	-	*	*	*	*
Mathematics	2015	19%	22%	*	-	-	-	-	-	-	-	-	-	-	-
Progress of Prior Year STAAR Failers (Percent of Failers Passing STAAR)															
Sum of Grades 4-8															
Reading	2015	39%	40%	*	-	-	-	-	-	*	-	*	*	*	*
	2014	45%	46%	*	-	-	-	-	-	-	-	-	-	-	-

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Participation ‡

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
2015 STAAR Participation (All Grades)													
All Tests													
Test Participant	99%	99%	97%	97%	97%	100%	-	*	100%	100%	99%	97%	96%
Included in Accountability	94%	93%	12%	9%	16%	3%	-	*	0%	27%	8%	12%	13%
Not Included in Accountability													
Mobile	4%	4%	84%	87%	80%	95%	-	*	100%	73%	91%	85%	81%
Other Exclusions	1%	2%	0%	0%	0%	2%	-	*	0%	0%	1%	0%	2%
Not Tested	1%	1%	3%	3%	3%	0%	-	*	0%	0%	1%	3%	4%
Absent	1%	1%	3%	3%	3%	0%	-	*	0%	0%	1%	3%	3%
Other	0%	0%	0%	0%	0%	0%	-	*	0%	0%	0%	0%	1%

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
 County Name: DALLAS
 District Number: 057814

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Attendance and Postsecondary Readiness

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Attendance Rate													
2013-14	95.9%	96.3%	83.2%	81.3%	84.2%	89.5%	*	*	-	*	82.1%	84.2%	84.5%
2012-13	95.8%	96.2%	89.0%	86.5%	90.3%	93.5%	*	-	-	*	88.2%	89.5%	90.0%
Annual Dropout Rate (Gr 7-8)													
2013-14	0.5%	0.3%	17.4%	17.2%	15.8%	*	-	-	-	*	20.0%	14.5%	15.4%
2012-13	0.4%	0.3%	19.7%	22.2%	21.1%	*	*	-	-	-	20.0%	18.0%	*
Annual Dropout Rate (Gr 9-12)													
2013-14	2.2%	2.2%	35.9%	35.3%	37.2%	29.4%	*	*	-	*	33.3%	35.9%	50.0%
2012-13	2.2%	2.1%	30.3%	33.9%	29.0%	25.0%	*	-	-	*	39.0%	30.3%	37.8%
4-Year Longitudinal Rate (Gr 9-12)													
Class of 2014													
Graduated	88.3%	87.7%	0.0%	0.0%	0.0%	0.0%	-	*	-	-	0.0%	0.0%	0.0%
Received GED	0.8%	0.4%	14.6%	20.0%	9.8%	14.3%	-	*	-	-	0.0%	14.6%	0.0%
Continued HS	4.3%	5.2%	3.4%	5.0%	0.0%	0.0%	-	*	-	-	0.0%	3.4%	0.0%
Dropped Out	6.6%	6.7%	82.0%	75.0%	90.2%	85.7%	-	*	-	-	100.0%	82.0%	100.0%
Graduates and GED	89.1%	88.1%	14.6%	20.0%	9.8%	14.3%	-	*	-	-	0.0%	14.6%	0.0%
Grads, GED, & Cont	93.4%	93.3%	18.0%	25.0%	9.8%	14.3%	-	*	-	-	0.0%	18.0%	0.0%
Class of 2013													
Graduated	88.0%	87.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Received GED	0.8%	0.5%	27.0%	27.9%	22.4%	57.1%	-	-	-	*	9.1%	27.3%	13.3%
Continued HS	4.6%	5.6%	1.0%	0.0%	2.0%	0.0%	-	-	-	*	0.0%	1.0%	0.0%
Dropped Out	6.6%	6.4%	72.0%	72.1%	75.5%	42.9%	-	-	-	*	90.9%	71.7%	86.7%
Graduates and GED	88.9%	88.0%	27.0%	27.9%	22.4%	57.1%	-	-	-	*	9.1%	27.3%	13.3%
Grads, GED, & Cont	93.4%	93.6%	28.0%	27.9%	24.5%	57.1%	-	-	-	*	9.1%	28.3%	13.3%
5-Year Extended Longitudinal Rate (Gr 9-12)													
Class of 2013													
Graduated	90.4%	90.4%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Received GED	1.1%	0.7%	28.3%	31.0%	22.4%	57.1%	-	-	-	*	9.1%	28.6%	13.3%
Continued HS	1.3%	1.4%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Dropped Out	7.2%	7.4%	71.7%	69.0%	77.6%	42.9%	-	-	-	*	90.9%	71.4%	86.7%
Graduates and GED	91.5%	91.2%	28.3%	31.0%	22.4%	57.1%	-	-	-	*	9.1%	28.6%	13.3%
Grads, GED, & Cont	92.8%	92.6%	28.3%	31.0%	22.4%	57.1%	-	-	-	*	9.1%	28.6%	13.3%
Class of 2012													
Graduated	90.4%	90.8%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	*
Received GED	1.2%	0.7%	18.3%	17.9%	19.1%	16.7%	*	-	-	-	5.3%	18.3%	*
Continued HS	1.3%	1.4%	1.1%	0.0%	0.0%	16.7%	*	-	-	-	0.0%	1.1%	*
Dropped Out	7.1%	7.1%	80.6%	82.1%	80.9%	66.7%	*	-	-	-	94.7%	80.6%	*
Graduates and GED	91.6%	91.5%	18.3%	17.9%	19.1%	16.7%	*	-	-	-	5.3%	18.3%	*
Grads, GED, & Cont	92.9%	92.9%	19.4%	17.9%	19.1%	33.3%	*	-	-	-	5.3%	19.4%	*

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
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TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Attendance and Postsecondary Readiness

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
6-Year Extended Longitudinal Rate (Gr 9-12)													
Class of 2012													
Graduated	90.9%	91.3%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	*
Received GED	1.5%	1.0%	27.2%	28.2%	25.5%	40.0%	*	-	-	-	10.5%	27.2%	*
Continued HS	0.6%	0.5%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	*
Dropped Out	7.0%	7.2%	72.8%	71.8%	74.5%	60.0%	*	-	-	-	89.5%	72.8%	*
Graduates and GED	92.4%	92.3%	27.2%	28.2%	25.5%	40.0%	*	-	-	-	10.5%	27.2%	*
Grads, GED, & Cont	93.0%	92.8%	27.2%	28.2%	25.5%	40.0%	*	-	-	-	10.5%	27.2%	*
Class of 2011													
Graduated	89.8%	89.9%	0.0%	0.0%	0.0%	0.0%	-	*	-	-	*	0.0%	*
Received GED	1.5%	1.0%	31.8%	38.1%	26.7%	28.6%	-	*	-	-	*	32.6%	*
Continued HS	0.6%	0.7%	0.0%	0.0%	0.0%	0.0%	-	*	-	-	*	0.0%	*
Dropped Out	8.1%	8.4%	68.2%	61.9%	73.3%	71.4%	-	*	-	-	*	67.4%	*
Graduates and GED	91.3%	90.9%	31.8%	38.1%	26.7%	28.6%	-	*	-	-	*	32.6%	*
Grads, GED, & Cont	91.9%	91.6%	31.8%	38.1%	26.7%	28.6%	-	*	-	-	*	32.6%	*
4-Year Federal Graduation Rate Without Exclusions (Gr 9-12)													
Class of 2014	88.3%	87.7%	0.0%	0.0%	0.0%	0.0%	-	*	-	-	0.0%	0.0%	0.0%
Class of 2013	88.0%	87.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
5-Year Extended Federal Graduation Rate Without Exclusions (Gr 9-12)													
Class of 2013	90.4%	90.4%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Class of 2012	90.4%	90.8%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Advanced Course/Dual Enrollment Completion (Grades 11-12)													
Any Subject													
2013-14	53.2%	54.3%	*	-	*	-	-	-	-	-	-	*	-
English Language Arts													
2013-14	28.9%	30.6%	*	-	*	-	-	-	-	-	-	*	-
Mathematics													
2013-14	42.4%	44.1%	-	-	-	-	-	-	-	-	-	-	-
Science													
2013-14	13.4%	15.6%	-	-	-	-	-	-	-	-	-	-	-
Social Studies													
2013-14	27.8%	30.2%	-	-	-	-	-	-	-	-	-	-	-
Advanced Course/Dual Enrollment Completion (Grades 9-12)													
Any Subject													
2013-14	33.1%	34.5%	0.0%	*	0.0%	-	-	-	-	-	0.0%	0.0%	*
2012-13	31.4%	32.5%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
English Language Arts													
2013-14	15.4%	15.5%	0.0%	*	0.0%	-	-	-	-	-	0.0%	0.0%	*
2012-13	14.3%	14.9%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
Mathematics													
2013-14	18.8%	20.1%	*	-	*	-	-	-	-	-	*	*	*
2012-13	18.4%	19.2%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	*

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TEXAS EDUCATION AGENCY
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 2014-15 District Attendance and Postsecondary Readiness

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Advanced Course/Dual Enrollment Completion (Grades 9-12)													
Science													
2013-14	5.6%	6.6%	*	-	*	-	-	-	-	-	-	-	-
2012-13	5.2%	6.3%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
Social Studies													
2013-14	18.3%	21.0%	*	-	*	-	-	-	-	-	-	-	-
2012-13	17.0%	19.6%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
AP/IB Results (Participation)													
All Subjects													
2014	23.5%	29.0%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2013	22.1%	26.7%	0.0%	0.0%	0.0%	-	-	-	-	*	n/a	0.0%	n/a
English Language Arts													
2014	15.0%	19.5%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2013	14.0%	18.3%	0.0%	0.0%	0.0%	-	-	-	-	*	n/a	0.0%	n/a
Mathematics													
2014	6.5%	8.8%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2013	5.7%	7.4%	0.0%	0.0%	0.0%	-	-	-	-	*	n/a	0.0%	n/a
Science													
2014	6.9%	9.1%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2013	6.2%	8.0%	0.0%	0.0%	0.0%	-	-	-	-	*	n/a	0.0%	n/a
Social Studies													
2014	13.8%	17.5%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2013	12.7%	16.1%	0.0%	0.0%	0.0%	-	-	-	-	*	n/a	0.0%	n/a
AP/IB Results (Examinees >= Criterion)													
All Subjects													
2014	51.3%	56.5%	-	-	-	-	-	-	-	-	n/a	-	n/a
2013	50.9%	56.8%	-	-	-	-	-	-	-	-	n/a	-	n/a
English Language Arts													
2014	44.7%	48.7%	-	-	-	-	-	-	-	-	n/a	-	n/a
2013	45.2%	48.7%	-	-	-	-	-	-	-	-	n/a	-	n/a
Mathematics													
2014	53.6%	59.4%	-	-	-	-	-	-	-	-	n/a	-	n/a
2013	52.3%	58.6%	-	-	-	-	-	-	-	-	n/a	-	n/a
Science													
2014	45.7%	50.4%	-	-	-	-	-	-	-	-	n/a	-	n/a
2013	47.6%	54.0%	-	-	-	-	-	-	-	-	n/a	-	n/a
Social Studies													
2014	41.6%	47.8%	-	-	-	-	-	-	-	-	n/a	-	n/a
2013	42.0%	49.6%	-	-	-	-	-	-	-	-	n/a	-	n/a

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TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Profile

Student Information	District		State	
	Count	Percent	Count	Percent
Total Students:	506	100.0%	5,215,282	100.0%
Students by Grade:				
Early Childhood Education	0	0.0%	12,201	0.2%
Pre-Kindergarten	0	0.0%	219,225	4.2%
Kindergarten	0	0.0%	390,276	7.5%
Grade 1	0	0.0%	412,144	7.9%
Grade 2	0	0.0%	407,896	7.8%
Grade 3	0	0.0%	396,108	7.6%
Grade 4	0	0.0%	390,351	7.5%
Grade 5	0	0.0%	388,101	7.4%
Grade 6	11	2.2%	383,487	7.4%
Grade 7	35	6.9%	382,838	7.3%
Grade 8	80	15.8%	388,190	7.4%
Grade 9	240	47.4%	419,715	8.0%
Grade 10	105	20.8%	372,988	7.2%
Grade 11	32	6.3%	341,724	6.6%
Grade 12	3	0.6%	310,038	5.9%
Ethnic Distribution:				
African American	230	45.5%	659,074	12.6%
Hispanic	228	45.1%	2,714,266	52.0%
White	40	7.9%	1,509,555	28.9%
American Indian	1	0.2%	21,411	0.4%
Asian	2	0.4%	201,738	3.9%
Pacific Islander	0	0.0%	7,085	0.1%
Two or More Races	5	1.0%	102,153	2.0%
Economically Disadvantaged	506	100.0%	3,068,820	58.8%
Non-Educationally Disadvantaged	0	0.0%	2,146,462	41.2%
English Language Learners (ELL)	65	12.8%	948,391	18.2%
Students w/ Disciplinary Placements (2013-2014)	0	0.0%	78,821	1.5%
At-Risk	506	100.0%	2,668,590	51.2%

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
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TEXAS EDUCATION AGENCY
Texas Academic Performance Report
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<u>Student Information</u>	<u>Non-Special Education Rates</u>		<u>Special Education Rates</u>	
	<u>District</u>	<u>State</u>	<u>District</u>	<u>State</u>
Retention Rates by Grade:				
Kindergarten	-	2.0%	-	8.6%
Grade 1	-	4.3%	-	8.1%
Grade 2	-	2.9%	-	3.9%
Grade 3	-	2.2%	-	1.6%
Grade 4	-	1.2%	-	0.9%
Grade 5	-	1.3%	0.0%	0.9%
Grade 6	0.0%	0.7%	-	0.8%
Grade 7	27.6%	1.0%	16.7%	1.1%
Grade 8	19.6%	1.0%	9.5%	1.4%

	<u>District</u>		<u>State</u>	
	<u>Count</u>	<u>Percent</u>	<u>Count</u>	<u>Percent</u>
Data Quality:				
PID Errors (students)	12	1.0%	4,688	0.1%
Underreported Students	10	0.6%	8,429	0.4%

<u>Class Size Information</u>	<u>District</u>	<u>State</u>
-------------------------------	-----------------	--------------

Class Size Averages by Grade and Subject (Derived from teacher responsibility records):

Elementary:		
Kindergarten	-	19.2
Grade 1	-	19.3
Grade 2	-	19.3
Grade 3	-	19.1
Grade 4	-	19.1
Grade 5	-	20.8
Grade 6	1.4	20.3
Secondary:		
English/Language Arts	4.4	17.2
Foreign Languages	-	18.9
Mathematics	4.1	18.1
Science	3.9	19.1
Social Studies	3.8	19.6

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Staff Information	District		State	
	Count	Percent	Count	Percent
Total Staff	87.5	100.0%	673,140.3	100.0%
Professional Staff:	63.5	72.6%	433,985.7	64.5%
Teachers	49.0	56.0%	342,191.8	50.8%
Professional Support	7.5	8.6%	65,119.0	9.7%
Campus Administration (School Leadership)	5.0	5.7%	19,679.9	2.9%
Central Administration	2.0	2.3%	6,995.1	1.0%
Educational Aides:	8.0	9.1%	64,640.8	9.6%
Auxiliary Staff:	16.0	18.3%	174,513.8	25.9%
Total Minority Staff:	68.5	78.3%	311,862.3	46.3%
Teachers by Ethnicity and Sex:				
African American	35.0	71.4%	33,863.7	9.9%
Hispanic	3.0	6.1%	87,714.8	25.6%
White	9.0	18.4%	210,044.8	61.4%
American Indian	0.0	0.0%	1,244.6	0.4%
Asian	2.0	4.1%	4,890.6	1.4%
Pacific Islander	0.0	0.0%	758.8	0.2%
Two or More Races	0.0	0.0%	3,674.5	1.1%
Males	18.0	36.7%	79,947.9	23.4%
Females	31.0	63.3%	262,243.9	76.6%
Teachers by Highest Degree Held:				
No Degree	0.0	0.0%	2,980.2	0.9%
Bachelors	35.0	71.4%	257,146.2	75.1%
Masters	10.0	20.4%	79,997.8	23.4%
Doctorate	4.0	8.2%	2,067.7	0.6%
Teachers by Years of Experience:				
Beginning Teachers	0.0	0.0%	29,256.4	8.5%
1-5 Years Experience	7.0	14.3%	89,247.1	26.1%
6-10 Years Experience	15.0	30.6%	77,168.2	22.6%
11-20 Years Experience	18.0	36.7%	91,890.7	26.9%
Over 20 Years Experience	9.0	18.4%	54,629.4	16.0%
Number of Students per Teacher	10.3	n/a	15.2	n/a

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TEXAS EDUCATION AGENCY
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 2014-15 District Profile

<u>Staff Information</u>	<u>District</u>	<u>State</u>
Average Years Experience of Teachers:	14.3	11.0
Average Years Experience of Teachers with District:	7.0	7.5
Average Teacher Salary by Years of Experience (regular duties only):		
Beginning Teachers	-	\$44,540
1-5 Years Experience	\$39,117	\$46,575
6-10 Years Experience	\$48,972	\$49,127
11-20 Years Experience	\$52,067	\$52,640
Over 20 Years Experience	\$48,515	\$59,787
Average Actual Salaries (regular duties only):		
Teachers	\$48,617	\$50,715
Professional Support	\$56,133	\$59,791
Campus Administration (School Leadership)	\$59,416	\$74,292
Central Administration	\$56,969	\$96,907
Instructional Staff Percent:	67.8	64.6
Turnover Rate for Teachers:	25.5	16.6
Staff Exclusions:		
Shared Services Arrangement Staff:		
Professional Staff	3.0	1,148.2
Educational Aides	1.0	228.9
Auxiliary Staff	0.0	508.3
Contracted Instructional Staff:	0.0	2,090.1

District Name: ACADEMY FOR ACADEMIC EXCELLENCE
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TEXAS EDUCATION AGENCY
Texas Academic Performance Report
 2014-15 District Profile

Program Information	Count	District Percent	Count	State Percent
Student Enrollment by Program:				
Bilingual/ESL Education	61	12.1%	930,737	17.8%
Career & Technical Education	219	43.3%	1,209,784	23.2%
Gifted & Talented Education	0	0.0%	397,159	7.6%
Special Education	108	21.3%	442,476	8.5%
Teachers by Program (population served):				
Bilingual/ESL Education	2.0	4.1%	20,082.5	5.9%
Career & Technical Education	2.3	4.7%	14,616.2	4.3%
Compensatory Education	0.0	0.0%	10,485.6	3.1%
Gifted & Talented Education	0.0	0.0%	6,478.6	1.9%
Regular Education	38.7	78.9%	248,541.9	72.6%
Special Education	6.0	12.2%	30,683.6	9.0%
Other	0.0	0.0%	11,303.5	3.3%

[Link to:](#)
[PEIMS Financial Standard Reports/](#)
[2013-2014 Financial Actual Report](#)

- ‡ Indicates that for 2015 STAAR grade 3 through 8 mathematics, STAAR A, and STAAR Alternate 2 assessments were excluded from TAPR rate calculations.
- ^{1A} Indicates that ELL rates at met or exceeded standard and exceeded standard include current and monitored students.
- ^{1B(1)} Indicates that the rates for Reading are based on the cumulative results from the first and second administrations of STAAR.
- ?' Indicates that the data for this item were statistically improbable, or were reported outside a reasonable range.
- ^{1B(2)} Indicates results are masked due to small numbers to protect student confidentiality.
- 0 Indicates zero observations reported for this group.
- 'n/a' Indicates data reporting is not applicable for this group.



DISCUSSION ITEM

I.

ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER REPORT
December 2015

Dr. Jerome McNeil Jr. Detention Center / AAE Campus (001):

QUOTE OF THE MONTH

"The task of the modern educator is not to cut down jungles, but to irrigate deserts." — **C. S. Lewis**

Latest Campus Enrollment

Total Enrollment- 235
SPED - Total Students - **65**
ESL – Total Students - 35

INSTRUCTION AT A GLANCE

Students were engaged in state accountability testing and district-wide six weeks exams.

To celebrate the holidays, teachers had students complete individual/group projects and assignments to reflect on the importance of the various holidays. Each student put in a tremendous effort in working on his or her other individual or group assignment. As a group, they were able to show their "Christmas" spirit.

Educational staff ended the month/semester with a celebration event. The staff enjoyed a series of games and other team building activities that were designed to foster collegiality.

Mr. Jimmy Mathew earned Teacher of the Month (December).

UPCOMING EVENTS

Winter Break, December 21 – January 1
Staff Development, January 4 – 5
MLK Holiday, January 18

January is Eye Care Month, Hot Tea Month and Thank You Month. We have many special activities scheduled.

Ardis McCann, CA

Sheterric Malone, ACA

Day Reporting Center – Campus (002):

QUOTE OF THE MONTH

"Education is a gift that none can take away".

American Proverb

The Day Reporting Center continued its open enrollment during the month of December enrolling students in credit recovery, GED, and traditional curriculum students.

- Conducted weekly common planning and staff meetings to address student progress and successful transition from program.
- Case Managers continued notification to parents/guardians and probation officers regarding student progress, absenteeism, etc.

- North Texas Food Bank distribution to Dallas County Juvenile families at the request of the students/parents.
- Three (3) students received Christmas food baskets including turkey, and food items for a traditional Christmas meal were distributed to DRC families during the week of December 21st.
- One (1) student was administered the GED Test and two (2) students were re-tested at the Bill Priest Center.
- Students festively decorated the campus with Christmas themes.
- The End of Course test administration for re-testers of the State of Texas Assessment of Academic Readiness (STAAR) test was conducted during the week of December 7th.
- Holiday treat baskets were given to all students on December 18th.
- Campus teachers, staff, and administration participated in an ornament exchange on December 18th. It was unanimously decided by all to continue this tradition in coming years on the DRC campus.
- ELA students performed an original holiday play including original songs/rap on December 17th.

Instructional Manager, Monique Paige

Medlock/Youth Village Campus – (003):

QUOTE OF THE MONTH

“Leadership and learning are indispensable to each other.” John F. Kennedy

Latest Campus Enrollment

Total Enrollment	115
Medlock Students	63
Youth Village Students	47
Youth Village Youth Offenders	5

SPED - Total Students	40
Medlock SPED	20
Youth Village SPED	20
YV 504 Students	1
Medlock 504 Students	1

ESL – Total Students	23
Medlock ESL	13
Youth Village ESL	10

The Medlock and Youth Village campus conducted several activities to celebrate Christmas, teaching students the importance of showing appreciation to those individuals who have contributed to their development as a person. Celebrating the holiday, the Medlock and Youth Village students assisted the staff in designing the bulletin board and decorating the halls.

In addition, the Medlock English teacher designed a TEKS-based lesson where students wrote essays on celebrating the holiday and the importance of giving. In the early part of December, the Youth Village students put on a holiday celebration honoring their parents and the many volunteers that have assisted in the

development of the program. The students performed many holiday skits and songs. In addition, many of the students that have participated in the culinary arts program assisted with food preparation and serving.

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

STAAR Administration

Medlock and Youth Village had a successful December STAAR test administration. Teachers have been using STAAR release test as diagnostic test on all of the students to identify the students' strengths and weaknesses in test preparation. The Data Controller and the Testing Team did a great job of researching those students who will be testing in December.

Report Cards

The 3rd Six Weeks ended on December 18th; once grades are officially tabulated we will create the list of students on the A and B Honor Roll. Parent copies will be mailed and students will receive copies.

Dropout Recovery - Accelerated Instruction Plan

Medlock and Youth Village staff continue to identify students who are over-aged and under-credited to participate in the Academy for Academic Excellence Accelerated Instruction Program at DRC which currently is a total of 60 students across the district. Our hope is to develop a plan of action with them so they can potentially transition into their correct grade level, therefore, increasing the likelihood of high school completion.

SAU (Substance Abuse Unit) Campus (004):

Latest Campus Enrollment

Total Enrollment -	49
SAU Students -	32
SPED Total Students-	7
ESL Total Students-	10

INSTRUCTION AT A GLANCE

In 3 weeks, the SAU campus completed all district and state academic requirements without a problem. Students returned from the fall break prepared for semester exams and STAAR testing. District SpEd Coordinator and former SAU Campus Administrator, Kathy Beasley, served as on-site testing administrator for the week while ACA, Sheri Flinn remained on-site at Letot. Mr. Ed Sterling served as Campus Testing Coordinator and efficiently managed the over 15 students testing each day.

This semester, teachers were able to submit semester exams for approval by the ACA that tested TEKS requirements and which were covered in each class. Teachers, following guidelines set by the district, were able to develop exams that assessed knowledge and skills which were covered in depth and specifically appropriate to each class. Students also received study guides to assist in their preparation.

CAMPUS LIFE AT A GLANCE

SAU students were given the opportunity to create seasonal decorations or greeting cards if desired which were displayed throughout the school side of the facility.

In conjunction with program administrators and staff, education staff planned a graduation/semester end celebration. Students and staff reflected in a large circle one thing they learned this year. Reflections could be personal, educational or life lesson themed. Some students learned that they can make good choices for themselves and everyone who says they are a friend may not be. Adults shared the lessons of being financially

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

aware and knowing that surrounding oneself with others who at have one's best interest at heart is also a choice, in work or life.

One student shared he learned the distributive property from math teacher Ms. Gaines. The new ACA, Mrs. Christina Bradford, was introduced to the group by outgoing ACA Sheri Flinn after a week of "On-Job Training" and observation. The changing of the guard for education at SAU couldn't have gone any better. The day ended with a delicious lunch and desserts followed by door prizes for students donated by ED staff. The semester ended with an early release day and a positive outlook by Education staff for support of students through educational experiences in 2016.

Sheri Flinn,
SAU ACA

LETOT Campus (005):

End of Month Campus Enrollment

Total Enrollment	28 shelter/13 RTC
SPED - Total Students	3 shelter/2 RTC
ESL – Total Students	4 shelter/2 RTC

INSTRUCTION AT A GLANCE

In 3 weeks, the Letot campus completed all district and state academic requirements without a problem. Students returned from the fall break prepared for semester exams and STAAR testing. There were a small number of Letot students taking Dec. End Of Course exams (4). This allowed for minimal disruption to the regular instructional day. ELA/SS teacher Mrs. Harned and SpEd teacher Mr. Nordman served as Campus Testing Coordinators. Ms. Flinn, the ACA was on site each day for testing and covered classes as needed. Mrs. Tinnell and Ms. Lindsey served as test administrators at Shelter and RTC respectively.

This semester, teachers were able to submit semester exams for approval by the ACA that tested TEKS requirements covered in each class. Teachers, following guidelines set by the district, were able to develop exams that assessed knowledge and skills were covered in depth and specifically appropriate to each class. Students also received study guides to assist in their preparation.

CAMPUS LIFE AT A GLANCE

Letot Shelter students participated in a Community Service Program project/trip during the school day and incorporated into instruction as follow up. Shelter and RTC students were given the opportunity to create seasonal decorations or greeting cards if desired which were displayed throughout the entire facility. The semester ended with Education supporting each program's evening winter celebration. Teachers worked with students on acts/entertainment and attended the celebrations. Dr. Smith was noted as being in attendance at both celebrations.

Another noted moment during the Shelter celebration where students were giving shout-outs to program staff members occurred when two students included a teacher and thanked her for teaching them how to convert fractions to percentages. RTC girls prepared and served a fabulous meal shared with all in attendance. The semester ended with an early release day and a positive outlook by Education staff for support of students through educational experiences in 2016.

Respectfully Submitted,
Sheri Flinn, ACA Letot Center

ACADEMY FOR ACADEMIC EXCELLENCE

PROGRAM STATUS REPORT

Active Enrollments					
Student Enrollment as of December 2015:			District Total Enrollment: 477		
District Average Attendance			441 (92.45%)		
District Special Education Student Population			120 (25.16%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	235	39	118	47	38
New Students	83	14	13	14	12
Withdrawals	95	13	16	4	8
Avg. Daily Attendance	231	23	117	33	37
Avg. Daily Enrollment	235	39	118	47	38
Attendance Average	98.30%	58.97%	99.15%	70.21%	97.37%

Demographics

Category	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
GENDER	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Female	42	(18.42%)	10	(20.83%)	00	(0.0%)	14	(28.57%)	27	(79.41%)
Male	186	(81.58%)	38	(79.17%)	115	(100%)	35	(71.43%)	07	(20.59%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	1		0		1		0		0	
6	5		0		7		0		1	
7	24		8		9		1		8	
8	30		2		18		7		7	
9	113		29		51		19		14	
10	43		6		23		18		6	
11	12		2		4		4		2	
12	0		1		2		0		0	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	2		0		0		0		3	
12	4		0		2		0		5	
13	6		2		6		2		11	
14	25		1		17		3		10	
15	55		8		35		6		7	
16	84		15		30		18		2	
17	48		21		25		20		0	
18+	0		1		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	118	(51.75%)	26	(54.17%)	74	(64.35%)	8	(16.33%)	14	(41.18%)
Caucasian	11	(04.82%)	2	(04.17%)	9	(07.83%)	3	(06.12%)	3	(08.82%)
Hispanic	98	(42.98%)	20	(41.67%)	30	(26.09%)	38	(77.55%)	21	(61.76%)
Native American	0	(00.00%)	0	(00.00%)	1	(00.87%)	0	(0.00%)	0	(0.00%)
Other/Asian	1	(00.44%)	0	(00.00%)	1	(00.87%)	0	(0.00%)	0	(0.00%)

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



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: January 25, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Re: Renewal of Annual School Board Liability Insurance

Background of Issue:

The purpose of this brief is to obtain authorization to purchase the school board liability insurance in the amount of \$12,999.00 to be paid from state aid.

In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On December 16, 2015, Dallas County received a quote for \$12,999.00 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage:

Limit and Premium:

Primary Educators Legal Liability Limits and Retentions:

Quote Option	Limit of Liability Each Claim/Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000/\$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$12,999.00	\$0	\$12,999.00

Impact on Operations and Maintenance:

The current request will allow the members of the Academy for Academic Excellence School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence.

*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:

This information has been reviewed and approved by Urmit Graham, Risk Management, and Gloria McCullough, Purchasing Department.

Financial Impact / Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The policy period is January 1, 2016 through January 1, 2017.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced.

Recommended By:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

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 25th day of January 2016, 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 purpose of this request is to obtain authorization to purchase the school board liability insurance in the amount of \$12,999.00 to be paid from state aid.

In July 1998, the Dallas County Juvenile Justice Charter School was created and assumed control of the Education Services from the previous provider, the Dallas Independent School District. At that time, it was determined that the need existed to purchase liability coverage (i.e., Nonprofit Directors and Officers Liability Insurance and School Board Professional Liability Insurance) for Juvenile Board/School Board Members.

On December 16, 2015, Dallas County received a quote for \$12,999.00 from Arthur J. Gallagher Risk Management Services, Inc. for the following coverage; and

WHEREAS, the current request will allow the members of the Academy for Academic Excellence Charter School Board to continue to be provided the appropriate levels of professional liability insurance coverage. The Academy for Academic Excellence cannot operate without the School Board, which has ultimate responsibility for the operations of the Academy for Academic Excellence; and

WHEREAS, the policy period is January 1, 2016 through January 1, 2017; 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 Academy for Academic Excellence Charter School Board approve the request for the renewal of the annual school board liability coverage as invoiced.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the renewal of the annual school board liability insurance.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

The foregoing Academy for Academic Excellence Charter School Board Order was lawfully moved by _____ and seconded by _____, and duly adopted by the Academy for Academic Excellence Charter School Board on a vote of _____ for the motion and _____ opposed.

Recommended by:

Approved by:

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

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



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The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met:

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on **01/01/2016**:
 - Updated EE handbook; and
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of this Binder or the Effective Date of this policy, whichever is later.

PREMIUM INDICATION(S):

ACE Scholastic Advantage Educators Legal Liability Terms:

Quote Option	Limit of Liability Each Claim/ Aggregate	Crisis Management Fund	Self-Insured Retentions (per Claim)			
			School Officials' Liability (Ins Agree. 1A.1)	Ed. Institution Reimbursement (Ins Agree. 1A.2)	Ed. Institution Liability (Ins Agree. 1B)	Employ. Practices Liability (Ins Agree. 1C)
1	\$1,000,000 / \$1,000,000	\$25,000	\$0	\$100,000	\$100,000	\$100,000

Primary Educators Legal Liability Premium:

Quote Option	Premium (Policy Period)	Terrorism Risk Insurance Act Premium	Total Premium Due
1	\$12,999	\$0	\$12,999.00

Please note the following:

1. The policy includes terrorism coverage required by the Terrorism Risk Insurance Act of 2002. The Premium for the coverage is set forth above.
2. Please note that, if the policy is bound, as part of the insurance policy, the Insured will have access to the EPL Risk Management Services. The EPL Risk Management Services is an interactive loss control activity available to ACE USA Education Legal Liability policyholders as part of their policies, as part of ACE USA Professional Risk loss control services. The activity is available to policyholders at no additional cost, and there is no requirement that policyholders use the program. All communications with the EPL Risk Management Services are strictly confidential and will not be disclosed to the Insurer. Please see the enclosed material for more information about the EPL Risk Management Services.

Policy Form Number: PF-26438 (01/09) / PF-26439a (05/09)

Extended Reporting Period: 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s):

- ALL20887 (10/06) – Producer Compensation Notice
- CC-1K11g (01/11) – Signatures Endorsement
- PF-17914 – OFAC Notice
- ALL-11559d (10/07) – TX Risk Control Services



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- ALL21101 (11/06) – Trade or Economic Sanctions Endt
- ALL-4Y30d (10/09) – TX Information and Complaints
- PF 33468 (02/11) – Notice Amended
- PF-26441 (01/09) – Additional Insured Endorsement
- PF-26470 (01/09) – Third Party Claims Exclusion
- PF-26701 (01/09) – Charter School Exclusion
- PF-31138 (10/10) – Bully Exclusion
- PF-General (03-07) – False Claims Act Exclusion
- PF-General (03-07)A – Limits of Liability Amended

State Amendatory Endorsement(s) added to basic contract(s):

- PF-26519 (10/09) – TX Amendatory

TRIA Endorsements added to basic contract(s):

- PF-17705b (01/15) – Cap On Losses From Certified Acts of Terrorism
- TRIA11c (01/15) – Disclosure Pursuant to Terrorism Risk Insurance Act

This indication will remain valid until 01/01/2016.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Please note that the Insured will have access to the EPL Risk Management Services as part of its Employment Practices Liability coverage, in conjunction with ACE USA Professional Risk's loss control services. The EPL Risk Management Services is an interactive loss control service available to ACE USA Professional Risk policyholders who have Employment Practices Liability as part of their policies. This service is available to policyholders at no additional cost. The purpose of this program is to provide our policyholders with access to general information about sound employment practices before a claim occurs. Loss control is an adjunct to the function of insurance underwriting, and supports that function through risk assessment and improvement. It is not intended to supplant any duty to provide a workplace that is safe and that complies with the law. ACE USA Professional Risk and the EPL Risk Management Services cannot and do not guarantee or represent that there will be fewer or less serious claims as a result of using the program. This service may not be available in all states or to all policyholders within a state. For insurance policy terms and conditions, please refer to the actual insurance policy. The above descriptions are neither a complete description nor a complete list of all terms and conditions. Furthermore, please note that communication with the EPL Risk Management Services is not notice to ACE USA of a claim or of an act or situation that may give rise to a claim. To be eligible to receive the coverage to which a policyholder may be entitled, the policyholder must give ACE USA written notice, following the actual policy notice provisions. Policyholders are encouraged to consult their insurance agent or broker for advice on how to file a claim.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.



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Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above quoted figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Andrew Burns
Underwriter
ACE USA - Professional Risk



ace group

U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA")

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from ACE U.S. insurance companies, please go to the following web site:

<http://www.acegroup.com/us-en/businesses/foreign-account-tax-compliance-act-fatca.aspx>

EPL Assist™



Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. ACE recognizes the unique burdens faced by employers today, and is pleased to announce that it has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for ACE insureds, called EPL Assist™.

With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting ACE insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, ACE insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

To learn more about EPL Assist™, please contact your broker or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the ACE Group of Companies ("ACE Group"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. ACE Group and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. ACE Group does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the ACE Group issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.



ACE Scholastic AdvantageSM Educators Legal Liability Policy

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions, limit of liability and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

A. **Insured Educators'** Legal Liability

1. School Officials' Liability

The **Insurer** will pay on behalf of the **Insured Educators** all **Damages** and **Claims Expenses** for which the **Insured Educators**:

- a. are not indemnified by the **Educational Institution**, and
- b. which the **Insured Educators** become legally obligated to pay

by reason of a **Claim** first made against the **Insured Educators** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

2. **Educational Institution** Reimbursement

The **Insurer** will pay on behalf of the **Educational Institution** all **Damages** and **Claims Expenses** for which the **Educational Institution**:

- a. has indemnified the **Insured Educators**, and
- b. which the **Insured Educators** become legally obligated to pay

by reason of a **Claim** first made against the **Insured Educators** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

B. **Educational Institution** Liability

The **Insurer** will pay on behalf of the **Educational Institution** all **Damages** and **Claims Expenses** for which the **Educational Institution** becomes legally obligated to pay by reason of a **Claim** first made against the **Educational Institution** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

C. Employment Practices Liability

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** first made against an **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

D. **Educational Institution Crisis Management Coverage**

The **Insurer** will pay on behalf of the **Educational Institution** the **Crisis Management Expense** for which the **Educational Institution** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

II. **DEFENSE**

- A. The **Insurer** shall have the right and duty to defend any covered **Claim** made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**, even if such **Claim** is groundless, false or fraudulent.
- B. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**.
- C. The **Insurer** shall have the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.
- D. The **Insurer** shall not settle any **Claim** without the written consent of the **Educational Institution**, which consent shall not be unreasonably withheld.
- E. The **Educational Institution** may settle any **Claim** to which this insurance applies provided that the **Educational Institution** does so:
1. on behalf of all **Insureds** with prejudice; and
 2. without incurring any **Claims Expenses** and/or **Damages** in excess of the Retention.
- F. If the **Educational Institution** refuses to consent to a settlement or a compromise recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to:
1. the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and
 2. 50% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted Limits of Liability specified in Item 3 of the Declarations.

The remaining 50% of **Claims Expenses** and all subsequent **Damages** shall be borne uninsured by the **Insureds** and at their own risk.

In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, except as otherwise stated in this subsection F.2. above.

- G. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle, any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted:
1. by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or
 2. after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction.

In such case, the **Insurer** shall withdraw from the investigation, defense, payment or settlement of such **Claim** and shall tender the investigation, defense and control of such **Claim** to the **Insured**.

H. The **Insureds** shall cooperate with the **Insurer**, and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including but not limited to:

1. attending hearings,
2. depositions and trials and assistance in effecting settlements,
3. securing and giving evidence, or
4. obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**.

I. The **Insureds** shall do nothing that may prejudice the **Insurer's** position.

J. The **Insureds** shall immediately forward to the **Insurer**, at the address indicated in Item 5A of the Declarations, every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives.

III. DEFINITIONS

When used in this **Policy**, the following bold-faced words have the following meaning:

A. **Adverse Publicity**: The publication of unfavorable information regarding the **Educational Institution** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Educational Institution** to conduct operations.

Such publication must occur in a report about an **Insured** appearing in:

1. a daily newspaper of general circulation;
2. a magazine or other published periodical; or
3. a radio or television news program.

B. **Application**:

1. all applications, including any attachments thereto, and
2. all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time.

All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.

C. **Bodily Injury**:

1. physical injury to the body,
2. physical pain,
3. sickness,
4. disease,
5. death, and

6. **Mental Distress.**

D. **Claim:**

1. a written demand against any **Insured** for monetary **Damages** or non-monetary or injunctive relief;
2. a civil proceeding against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. a mediation or arbitration proceeding, but only if the **Insurer** has provided its prior written consent to such proceeding, against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief;
4. a civil, administrative or regulatory proceeding against any **Insured** commenced by:
 - a. the issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with:
 - i. the Equal Employment Opportunity Commission, or
 - ii. any other similar federal, state or local governmental authority located anywhere in the world;
 - b. the service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced;
5. a **Special Needs Hearing**; or
6. a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs 1 through 4 above; provided however, this subparagraph only applies with respect to coverage provided under Insuring Agreement I.C,

including any appeal from any of the above.

In all cases, **Claim** shall not include a labor or grievance arbitration or proceeding which is subject or pursuant to a collective bargaining agreement.

E. **Claims Expenses:**

1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation and defense of covered **Claims**; and
2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond; provided however the **Insurer** shall have no obligation to apply for or furnish such bond;

Claims Expenses shall not include wages, salaries, fees or costs of **Educational Executives** or **Employees** of the **Insurer** or the **Insured** or **Crisis Management Expense**.

F. **Crisis Event:** One of the following, except where coverage is otherwise excluded under Exclusions E and N of the **Policy**.

1. **Management Event:** The incapacity, death or state or federal criminal indictment of an **Educational Executive**;
2. **Funding Cancellation:** The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Educational Institution**;

3. Bankruptcy: The disclosure by the **Educational Institution** of:
 - a. its intention to file or its actual filing for protection under federal bankruptcy laws, or
 - b. a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Educational Institution**;
4. Employment Event: The disclosure by the **Educational Institution** of the threatened or actual commencement by a third party of an action, audit or investigation alleging a **Wrongful Employment Practice** by the **Educational Institution** which has caused or is reasonably likely to cause **Adverse Publicity**; and
5. Material Event: Any other material event which, in the good faith opinion of the **Educational Institution**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.

G. **Crisis Management Expense:**

1. expenses incurred by the **Educational Institution** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**.
2. this is irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**.
3. the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Educational Institution** first incurs the subject **Crisis Management Expense**.
4. such expenses are as follows:
 - a. the reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Educational Institution** incurs for **Crisis Management Services** provided to the **Educational Institution** by a **Crisis Management Firm**; and
 - b. the reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Educational Institution** incurs for:
 - i. advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and
 - ii. out of pocket travel expenses incurred by or on behalf of the **Educational Institution** or the **Crisis Management Firm**.
5. **Crisis Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.

H. **Crisis Management Firm:** A marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Educational Institution** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.

I. **Crisis Management Fund:** The amount specified in Item 8 of the Declarations.

J. **Crisis Management Services:** The professional services provided by a **Crisis Management Firm** in counseling or assisting the **Educational Institution** in reducing or minimizing the potential harm to the **Educational Institution** caused by the public disclosure of a **Crisis Event**.

K. **Damages:**

1. compensatory damages,
2. judgments,
3. any award of prejudgment and post-judgment interest, and
4. settlements

which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies.

Damages also include punitive and exemplary damages and the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the applicable jurisdiction most favorable to the insurability of such damages.

With respect to any **Claim** arising out of a **Wrongful Employment Practice**, **Damages** shall also mean:

1. front pay and back pay, except as otherwise stated below; and
2. liquidated damages awarded pursuant to the Age Discrimination in Employment Act of 1967 or the Equal Pay Act of 1963.

Damages shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines or penalties; provided, however, this limitation does not include the ten percent [10%] penalty excise tax imposed upon any **Insured Educator** pursuant to 26 U.S.C. §4558(a)(2) for participation in an excess benefit transaction;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation; provided, however, this limitation does not include salary, wages, bonuses, commissions and non-deferred cash incentive compensation in a settlement or judgment for a **Wrongful Employment Practice**;
5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
6. any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person;
7. any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;
8. **Crisis Management Expense**;
9. the value of tuition or scholarship;
10. the reimbursement of tuition, books, transportation expenses and other fees associated with educational activities;

11. any amount that an **Insured** shall be required to pay pursuant to an **Special Needs Hearing** award, other than prevailing party fees;
 12. liquidated damages, except to the extent specifically included as **Damages** above; or
 13. the return of funds which were received:
 - a. from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds; or
 - b. as donations from a third party.
- L. **Discrimination:** Any actual or alleged violation of employment discrimination laws anywhere in the world, including violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, military status.
- M. **Educational Executive:** An **Executive** of the **Educational Institution** or a **Subsidiary**.
- N. **Educational Institution:** The institution of learning named in Item 1 of the Declarations. **Educational Institution** also shall include any such institution in its capacity as debtor-in-possession as defined in United States bankruptcy law or its equivalency where the laws of another country apply.
- O. **Employee:** Any natural person whose services or labor is engaged and directed by, and who is acting solely within the scope of his or her employment with, the **Educational Institution**, including any:
1. principal, assistant principal, chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer;
 2. association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution**;
 3. student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements; or
 4. independent contractors who are natural persons, but only with respect to:
 - a. services performed by the independent contractor on behalf of the **Educational Institution** or **Subsidiary** thereof, and
 - b. those independent contractors whom the **Educational Institution** is required to indemnify based upon written contract or indemnity agreement which was executed by both the **Educational Institution** or **Subsidiary** and the independent contractor prior to the commission of the **Wrongful Act** for which indemnity is being sought.
- P. **Executive:** Any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, duly constituted committee member (or the functional equivalent of such positions).
- Q. **Excluded Personal Conduct:**
1. dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**;
 2. any intentional or knowing violation of the law by an **Insured**; or
 3. any gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled.

R. **Extended Reporting Period:** The period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Periods**.

S. **Incidental Medical Malpractice:** Injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons by any duly certified emergency medical technician, paramedic or nurse who is:

1. an **Employee** of the **Educational Institution**, or
2. acting on its behalf to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic or nursing home facility.

Incidental Medical Malpractice also includes injury arising out of the dispensation of prescribed medicine.

T. **Insured:** The **Educational Institution**, **Subsidiaries** and any **Insured Educators**.

U. **Insured Educators:**

1. all persons who were, now are or shall be an **Educational Executive**;
2. all persons who were, now are or shall be lawfully elected or appointed members of the board of education or board of regents of the **Educational Institution**;
3. **Employees** of the **Educational Institution**;
4. student teachers and volunteers while acting solely for or on behalf of, and at the written request and under the direction of, the **Educational Institution**;
5. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Educational Institution** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
6. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** in their capacity as a duly appointed official of a governmentally-recognized outside tax exempt entity; or
7. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** and in their capacity as a director or officer of a **Not-for-Profit Entity** for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such **Not-for-Profit Entity**, provided that:
 - a. the appointment of the elected or duly appointed official or **Employee** to such **Not-for-Profit Entity** is based solely upon the person's being an elected or duly appointed **Educational Executive** or **Employee** of the **Educational Institution**; and
 - b. such elected or duly appointed **Educational Executive** or **Employee** is directed in writing by the **Educational Institution** to serve as a director or officer of such **Not-for-Profit Entity** prior to beginning such service;

Coverage afforded under this **Policy** to the above **Insured Educators** applies only to the extent such persons are acting solely in their capacities as legally authorized representatives, and solely within the scope, of their employment with or representation of the **Educational Institution**

V. **Insured Educator's Legal Representatives:** The estate, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of any **Insured Educator**.

- W. **Insurer:** The insurance company providing this insurance.
- X. **Interrelated Wrongful Acts:** All **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- Y. **Mental Distress:** Mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation; provided, however, such **Mental Distress** must arise from and be accompanied by objectively identifiable and demonstrable injury to the claimant's body, sickness, disease or death.
- Z. **Network Security or Privacy Breach:**
1. The actual failure or inability of the security of the **Educational Institution's** computer system's to prevent a computer attack or mitigate loss arising in whole or in part from a computer attack;
 2. physical theft, loss or mysterious disappearance of:
 - a. firmware,
 - b. hardware (including components thereof), or
 - c. hard copy files,owned and/or controlled by the **Educational Institution** on which electronic data or **Personal Information** is stored, by a person other than an **Insured**, from a premises occupied and/or controlled by the **Educational Institution**, or
 3. the wrongful disclosure of any **Personal Information** by any means whatsoever.
- AA. **Not-for-Profit Entity:** A non-profit corporation, community chest, fund, foundation or other entity that is not included in the Definition of **Educational Institution** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- BB. **Outside Entity:** Any
1. for-profit corporation or other for profit entity, or
 2. **Not-for-Profit Entity**.
- CC. **Personal Information:** An individual's
1. name,
 2. social security number,
 3. medical or healthcare data,
 4. other protected health information,
 5. drivers license number,
 6. state identification number,
 7. credit card number,
 8. debit card number,

9. address,
10. telephone number,
11. account number,
12. account histories,
13. passwords, or
14. other nonpublic personal information as defined in **Privacy Regulations**.

Personal Information shall not include information that is lawfully made available to the general public for any reason, including but not limited to information from federal, state or local government records.

DD. **Personal Injury:** Injury arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. libel, slander or other defamatory or disparaging material;
4. publication or an utterance in violation of an individual's right to privacy; and
5. wrongful entry or eviction, or other invasion of the right to private occupancy.

EE. **Policy:** Collectively, the Declarations, the **Application**, this **Policy**, including any endorsements.

FF. **Policy Period:** The period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XIV, Termination of the **Policy**.

GG. **Pollutants:**

1. Any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.
2. Such substances shall include, without limitation:
 - a. solids,
 - b. liquids,
 - c. gaseous or thermal irritants,
 - d. contaminants or smoke,
 - e. vapor,
 - f. soot,
 - g. fumes,
 - h. acids,
 - i. alkalis,

- j. chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed.
 - 3. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, lead, dust, fibers, germs, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.
- HH. **Privacy Regulations:** The following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive information:
- 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - 2. Gramm-Leach-Bliley Act of 1999;
 - 3. California Security Breach Notification Act (CA SB 1386);
 - 4. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
 - 5. The Family Educational Rights and Privacy Act (also known as the Buckley Amendment); and
 - 6. other similar local, state, federal, or foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- II. **Professional Service:**
- 1. services that may be legally performed only by an individual holding a professional license, regardless of whether the person is licensed or not, or
 - 2. any service provided for a fee or remuneration by an **Insured Educator** to any party other than an **Educational Institution**.
- JJ. **Property Damage:**
- 1. physical injury to, or loss or destruction of, tangible or intangible property, including the loss of use thereof; and
 - 2. loss of use of tangible or intangible property which has not been physically injured, lost, damaged or destroyed.
- KK. **Retaliation:** Retaliatory treatment on account of:
- 1. the actual or attempted exercise by an **Employee** of any rights of such an **Employee** under law, including workers' compensation laws, the Family and Medical Leave Act, and the Americans with Disabilities Act;
 - 2. the filing of any claim under any statute, rule or regulation to protect an **Employee** from **Discrimination** by his or her employer if:
 - a. such **Employee** discloses or threatens to disclose to a superior or a governmental agency, or
 - b. such **Employee** gives testimony relating to, any activity within such employer's operations which may be in violation of a statute, rule or regulation or any professional codes of ethics, including the Federal False Claims Act;

3. the disclosure or threat of disclosure by an **Employee** of the **Educational Institution** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
4. an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; or
5. any strike of any **Employee** of the **Educational Institution**

LL. **Sexual Abuse and Molestation:** Any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse and Molestation** includes:

1. sexual molestation,
2. sexual assault,
3. sexual exploitation, or
4. sexual injury.

Sexual Abuse and Molestation does not include **Sexual Harassment**.

MM. **Sexual Harassment:** Any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes the above conduct:

1. when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
2. when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual Harassment does not include **Sexual Abuse and Molestation**.

NN. **Special Needs Hearing:** A due process hearing:

1. conducted at the written request of a student's parent(s) or legal guardian;
2. which is presided over by an impartial arbiter; and
3. of which the subject is an individual education plan which addresses the special educational needs of a student with disabilities that is jointly developed by the **Educational Institution** and the student's parent(s) or legal guardian.

OO. **Subsidiary(ies):** Any entity, other than a joint venture, in which the **Educational Institution**:

1. on or before the inception date of the **Policy Period**, owns, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the voting, appointment or designation power, either directly or indirectly through one or more **Subsidiaries**, for the selection of a majority of such organization's voting directors or trustees;
2. has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Educational Institution** or any **Subsidiary**, to elect, appoint or designate a majority of the organization's voting directors or trustees, whether directly or indirectly through one or more **Subsidiaries**;

3. acquires a greater than fifty percent (50%) interest during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Practices ("GAAP");
 - a. total less than 25% of the similarly calculated assets of the **Educational Institution** as of the inception date of the **Policy Period**. Provided that the **Educational Institution** shall provide the **Insurer** with full particulars of the **Subsidiary** before the end of the **Policy Period**, or
 - b. exceeds 25% of the similarly calculated assets of the **Educational Institution** as of the inception date of the **Policy Period**. Such coverage is extended to such **Subsidiary** only upon the condition that within ninety (90) days after the date of its becoming a **Subsidiary** the **Educational Institution** shall :
 - i. have provided the **Insurer** with full particulars of the new **Subsidiary**;
 - ii. agreed to any additional premium or amendment of the provisions of this **Policy** required by the **Insurer** relating to such new **Subsidiary**, and
 - iii. pay when due any additional premium required by the **Insurer** relating to the new **Subsidiary**.

Coverage afforded under this **Policy** with respect to **Claims** made against any **Subsidiary** or any **Insured Educator** thereof shall only apply for **Wrongful Acts** occurring after the effective time such **Subsidiary** became a **Subsidiary** and prior to the time such **Subsidiary** ceased to be a **Subsidiary**.

PP. **Wrongful Act:** With regard to:

1. Insuring Agreements I.A.1 and 1.A.2:

Any actual or alleged error, omission, act, misstatement, misleading statement, breach of duty by an **Insured Educator** while acting solely in their capacity as such and solely within the scope of their employment with or representation of the **Educational Institution**;

2. Insuring Agreement I.B:

Any actual or alleged error, omission, act, misstatement, misleading statement, breach of duty by the **Educational Institution** or by any independent contractor or leased employee that is not an **Insured Educator**; or

3. Insuring Agreement I.C:

- a. Solely with respect to **Claims** brought and maintained by or on behalf of any **Employee** or applicant for employment with the **Educational Institution**, a **Wrongful Employment Practice** committed or attempted by the **Educational Institution** or by any **Insured Educator** acting solely in their capacity as such and on behalf of the **Educational Institution** and only to the extent the **Insured Educator** or other alleged wrongful actor was acting solely within the scope of their employment with or representation of the **Educational Institution**; or
- b. with respect to all other **Claims**, **Discrimination** or **Sexual Harassment**, or a violation of a natural person's civil rights relating to such **Discrimination** or **Sexual Harassment**, whether direct, indirect, intentional or unintentional, by the **Insured Educator** acting solely within the scope of their employment with or representation of the **Educational Institution**.

4. **Wrongful Act**, in all cases, does not mean and shall not include any actual or alleged error, omission, act, misstatement, misleading statement, or breach of duty alleging, based on, arising out of or attributable to, in whole or in part, a **Network Security** or **Privacy Breach**.

QQ. **Wrongful Employment Practice:** Any actual or alleged:

1. wrongful dismissal, discharge or termination, whether actual or constructive;
 2. employment-related misrepresentation;
 3. **Discrimination**;
 4. **Sexual Harassment** or unlawful workplace harassment;
 5. wrongful deprivation of a career opportunity;
 6. wrongful demotion;
 7. failure to employ or promote;
 8. wrongful discipline;
 9. **Retaliation**;
 10. negligent evaluation;
 11. employment-related libel, slander, defamation, humiliation, invasion of privacy;
 12. the giving of negative or defamatory statements in connection with an **Employee** reference;
 13. failure to grant tenure; and
 14. with respect to paragraphs QQ.1 through QQ.13 above, inclusive, negligent hiring, retention, training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;
- of any past, present or prospective full-time, part-time, seasonal and temporary **Employee** or volunteer or leased **Employee** or applicant for employment of the **Educational Institution**. Coverage afforded by this **Policy** applies only to the extent that the **Employee**, volunteer or leased **Employee** or applicant for employment was acting:
- a. solely in their capacity as such,
 - b. on behalf of the **Educational Institution**, and
 - c. only to the extent the person was acting solely within the scope of their actual or proposed employment with the **Educational Institution**.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

IV. EXCLUSIONS

Except as limited under Insuring Agreement I.D, **Educational Institution** Crisis Management Coverage, the **Insurer** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

A. alleging, based upon, arising out of or attributable to any **Excluded Personal Conduct**. However, this exclusion shall not apply:

1. unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Personal Conduct**, at which time the **Insured** shall reimburse the **Insurer** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or
2. that part of any **Claim** for **Wrongful Employment Practice**.

The **Wrongful Act** of any **Insured Educator** shall not be imputed to any other **Insured Educator** for the purpose of determining the applicability of the above exclusion. Further, only facts pertaining to and knowledge possessed by any past, present or future **Educational Executives** of the **Educational Institution** shall be imputed to the **Educational Institution**.

B. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking injunctive or other non-monetary relief. However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.

C. alleging, based upon, arising out of or attributable to any:

1. **Bodily Injury**, other than **Mental Distress** arising out of a **Wrongful Employment Practice**. This also includes, but is not limited to, corporal punishment;
2. **Property Damage**;
3. **Personal Injury**, other than libel, slander or defamation in any form arising out of a **Wrongful Employment Practice**; or
4. any allegation relating to the foregoing C.1, C.2 or C.3:
 - a. that an **Insured** negligently employed, investigated, supervised or retained a person, or
 - b. based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claims Expenses** or **Claim**.

D. alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, including any insurance provided by self-insurance arrangements, self-insurance trusts, pools, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of assumption or risk transfer. However, this exclusion shall not apply to **Claims Expenses**.

E. alleging, based upon, arising out of or attributable to:

1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
2. any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

F. alleging, based upon, arising out of or attributable to:

1. the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility;
2. the transportation of nuclear material; or
3. any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

G. brought by or on behalf of any **Insured**. However, with respect to any **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**.

H. alleging, based upon, arising out of or attributable to:

1. a breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, including a contract with a student for educational services.

However:

- a. the **Insurer** shall indemnify the **Insured** for **Claims Expenses** with respect to a **Claim** that alleges a breach of contract subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations; and

- b. this subsection of this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**.

I. alleging, based upon, arising out of or attributable to:

1. any construction, architectural or engineering contracts and/or agreements, or
2. the actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract, agreement, warranty, guarantee, promise, collective bargaining agreement or negotiated labor agreement, unless such liability would have attached to the **Insured** even in the absence of such contract, agreement, warranty, guarantee, promise, collective bargaining agreement or negotiated labor agreement.

J. alleging, based upon, arising out of or attributable to any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright or service name.

K. alleging, based upon, arising out of or attributable to the rendering or failure to render:

1. medical services, including **Incidental Medical Malpractice**; or
2. **Professional Services** provided by any psychologist, counselor, career counselor, advisor, or other professional or quasi-professional except as stated in K.3. immediately below; or
3. **Professional Services** provided by any **Insured Educator** other than purely educational services. However this exclusion shall not apply to the extent the **Professional Services** are being provided by an attorney directly to and for the sole benefit of the **Educational Institution**.

L. alleging, based upon, arising out of or attributable to any **Insured's** activities as a trustee or fiduciary as respects to:

1. any type of employee benefit plan, including any pension, savings, or profit sharing plan,
2. any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or
3. any other benefits owed to any **Employee**.

This includes, but is not limited to, any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

However, the **Insurer** shall indemnify the **Insured** for **Claims Expenses** but only with respect to a **Claim** that alleges a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or to any amount due under any fringe benefit or retirement program and subject to a **Policy Period** aggregate limit of liability of \$25,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.

M. alleging, based upon, arising out of or attributable to:

1. any prior or pending litigation or administrative or regulatory proceeding, or any U.S. Equal Employment Opportunity Commission or similar state, local or foreign agency proceeding or investigation, filed on or before the effective date of the first policy issued and continuously renewed by the **Insurer**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.

N. alleging, based upon, arising out of, or attributable to:

1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.

O. alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued by the **Insurer** or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

P. alleging, based upon, arising out of or attributable to any:

1. purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
2. violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
3. regulation promulgated under the foregoing laws; or
4. any federal, state, local or foreign laws:
 - a. similar to the foregoing laws (including "Blue Sky" laws), or
 - b. regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law.

Q. alleging, based upon, arising out of or attributable to:

1. **Sexual Abuse and Molestation**, including any allegation that an **Insured** negligently, recklessly or intentionally employed, investigated, supervised or retained any person who allegedly or actually committed such acts, or
2. any alleged practice, policy or custom, including any violation of a civil right, that gave rise to, caused, or resulted in such **Sexual Abuse and Molestation**.

- R. alleging, based upon, arising out of or attributable to any **Wrongful Act** arising out of an **Insured Educator** serving as an **Executive** or employee of an **Outside Entity**, if such **Claim** is brought by the **Outside Entity** or by any **Executive** or employee.
- S. alleging, based upon, arising out of or attributable to strikes, riots or civil commotions.
- T. alleging, based upon, arising out of or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.
- U. solely with respect to any **Claim** arising out of a **Wrongful Employment Practice**:
1. alleging, based upon, arising out of or attributable to any violation of the responsibilities, obligations or duties imposed by any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 2. for an actual or alleged violation of:
 - a. the Employee Retirement Income Security Act of 1974 (except section 510 thereof);
 - b. the Fair Labor Standards Act (except the Equal Pay Act),
 - c. the National Labor Relations Act,
 - d. the Worker Adjustment and Retraining Notification Act,
 - e. the Consolidated Omnibus Budget Reconciliation Act,
 - f. the Occupational Safety and Health Act; or any similar federal, state or local laws, and any rules and regulations promulgated thereunder and amendments thereto anywhere in the world.However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 3. alleging, based upon, arising out of or attributable to:
 - a. any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person; or
 - b. improper payroll deductions or any **Claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Educational Institution**, or any violation of any federal state, local or foreign statutory law or common law that governs the same topic or subject, and any rules, regulations and amendments thereto.However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**.

V. **CRISIS MANAGEMENT COVERAGE PROVISIONS**

- A. No Retention shall apply to **Crisis Management Expense**.
- B. The **Insurer** shall pay such **Crisis Management Expense** from the first dollar subject to all other terms and conditions of this policy, including the **Policy** limit.
- C. An actual or anticipated **Crisis Event** shall be reported to the **Insurer** as soon as practicable, but in no event later than thirty (30) days after the **Educational Institution** first incurs **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

VI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

- A. The **Insured Educator's Legal Representatives** shall be considered **Insureds** under this **Policy**. However, coverage is afforded to such **Insured Educator's Legal Representatives** only for a **Claim** arising solely out of their status as such.
- B. In the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner.
- C. No coverage is provided for any **Wrongful Act** of an **Insured Educator's Legal Representatives**.
- D. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations, shall also apply to **Damages** and **Claims Expenses** incurred by such **Insured Educator's Legal Representatives**.

VII. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Educational Institution** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Educational Institution** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

- 1. The **Educational Institution** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal. Such coverage is only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
- 2. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Educational Institution**.

B. Optional **Extended Reporting Period**

- 1. The **Educational Institution** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the effective date of such cancellation or nonrenewal. Such coverage is only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.
- 2. This right to continue coverage shall lapse unless written notice of such election is given by the **Educational Institution** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.
- 3. The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.
- 4. The **Insurer** shall give the **Educational Institution** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Educational Institution** gives such notice of such election. Such premium shall be paid by the **Educational Institution** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due.

- C. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- D. The **Extended Reporting Period**, if elected, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

VIII. LIMITS OF LIABILITY

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

1. The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention and up to an aggregate amount equal to the Limit of Liability stated in Item 3 of the Declarations without reduction of the applicable Limit of Liability. The total amount of such **Claims Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Liability, and is not on a per **Claim** basis.
2. Once the **Insurer** has paid the amount set forth in Item 3 of the Declarations in aggregate **Claims Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claims Expenses** shall reduce the applicable Limit of Liability.

B. Limit of Liability

1. Except as otherwise stated in Section VIII.A.,
 - A. the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
 - B. any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
2. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**. Such **Claim** shall be deemed to be first made on the date the earliest of such **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
3. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the policy in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
4. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
5. Once the Limit of Liability has been exhausted by payments of any **Damages**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished. This is without regard to whether the payment by the **Insurer** of **Claims Expenses** under section VIII.A. has exhausted, reached or exceeded the amount set forth in Item 3 of the Declarations.
6. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expense** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**.
7. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

IX. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Damages** and **Claims Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Educational Institution** and at the risk of all **Insureds**.
- B. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
- C. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claims Expenses**. However, the sum of such Retentions shall not exceed the largest applicable Retention.

X. NOTICE

For coverage under this **Policy** (other than coverage for a **Crisis Event**):

- A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after:

- 1. the end of the **Policy Period**, or
- 2. with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

- B. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:

- 1. the identity of the potential claimants;
- 2. a description of the anticipated **Wrongful Act** allegations;
- 3. the identity of the **Insureds** allegedly involved;
- 4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
- 5. the consequences which have resulted or may result; and
- 6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party.
- D. Notice to the **Insureds** may be given to the **Educational Institution** at the address shown in Item 1 of the Declarations.
- E. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address set forth in Item 5A of the Declarations.
- F. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address set forth in Item 5B of the Declarations.

- G. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

XI. PRESUMPTIVE INDEMNIFICATION

- A. The **Educational Institution** agrees to indemnify the **Insured Educators** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof. This includes the making in good faith of any application for court approval.
- B. The **Educational Institution** further agrees to advance **Defense Costs** actually and reasonably incurred by any **Insured Educator** in defending any threatened, pending or contemplated action, suit or proceeding prior to a final disposition of any such action, suit or proceeding.
- C. The **Educational Institution** shall not require any determination or adjudication, interim or final, of the entitlement of the **Insured Educator** to indemnification, where permitted by law to do so.
- D. The financial ability of any **Insured Educator** to make repayment shall not be a prerequisite to the making of such an advance, and the right to receive advancement of **Claims Expenses** herein is a contractual right. The agreements contained in this paragraph are binding upon the **Educational Institution** and enforceable by the **Insurer** or the **Insured Educators**.
- E. Notwithstanding anything in this section to the contrary, the **Educational Institution's** indemnification obligations under this section shall not apply in the event the **Educational Institution** is neither permitted nor required to grant such indemnification either because of the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Educational Institution**, or because of the **Educational Institution** becoming a debtor-in-possession.

XII. OTHER INSURANCE

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this **Policy**.

XIII. REPRESENTATIONS

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
 2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.
- B. It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.
- C. In the event the **Application**, including materials submitted or required to be submitted therewith, contains any misrepresentation or omission made with the intent to deceive or which materially affects either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, this **Policy** shall be void ab initio as to:

1. any **Insured Educator** who knew the facts misrepresented or omitted, whether or not such **Insured Educator** knew of the **Application** or this **Policy**; and
2. the **Educational Institution**. For purposes of this subsection C, the knowledge of any **Insured Educator** shall not be imputed to any other **Insured Educator**.

XIV. TERMINATION OF THE **POLICY**

- A. This **Policy** shall terminate at the earliest of the following times:
 1. the effective date of termination specified in a prior written notice by the **Educational Institution** to the **Insurer**;
 2. 60 days after receipt by the **Educational Institution** of a written notice of termination from the **Insurer**;
 3. 10 days after receipt by the **Educational Institution** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
 4. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
 5. at such other time as may be agreed upon by the **Insurer** and the **Educational Institution**.
- B. If the **Policy** is terminated by the **Educational Institution**, the **Insurer** shall refund the unearned premium computed at the customary short rate.
- C. If the **Policy** is terminated by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*.
- D. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XV. TERRITORY AND VALUATION

- A. All premiums, limits, retentions, **Damages**, **Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America.
- B. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claims Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claims Expenses** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- C. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

XVI. SUBROGATION

- A. In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**.

- B. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights. This includes the execution of such documents necessary to enable the **Insurer** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

XVII. ACTION AGAINST THE **INSURER** AND BANKRUPTCY

- A. No action shall lie against the **Insurer**, except as set forth below in Section XX, Alternative Dispute Resolution.
- B. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives.
- C. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

XVIII. AUTHORIZATION CLAUSE

By the acceptance of this **Policy**, the **Educational Institution** agrees to act on behalf of all **Insureds** with respect to:

- A. the giving and receiving of notice of **Claim**,
- B. the giving or receiving of notice of termination or non renewal,
- C. the payment of premiums and the receiving of any premiums that may become due under this **Policy**,
- D. the agreement to and acceptance of endorsements,
- E. consenting to any settlement,
- F. exercising the right to the **Extended Reporting Period**, and
- G. the giving or receiving of any other notice provided for in this **Policy**.

All **Insureds** agree that the **Educational Institution** shall so act on their behalf.

XIX. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person:
1. Shall not affect a waiver or a change in any part of this **Policy**.
 2. Shall not prevent the **Insurer** from asserting any right under the terms of this **Policy**.
- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy**. Such written endorsement must be signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference. They do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

XX. ALTERNATIVE DISPUTE RESOLUTION

- A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this section.
- B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. The **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement. In this circumstance, the **Insured** shall have the right to select the type of ADR process to be used.
- C. There shall be two choices of ADR process:
 - 1. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree. The **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
 - 2. arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree. Such arbitration panel shall consist of three disinterested individuals.
- D. In either mediation or arbitration the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute; and
- E. In the event of mediation, either party shall have the right to commence a judicial proceeding. No such judicial proceeding shall be commenced until at least 60 days after the date the mediation has been concluded or terminated.
- F. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.
- G. In all events, each party shall share equally the expenses of the ADR process.
- H. Either ADR process may be commenced in:
 - 1. New York, New York or
 - 2. in the state indicated in Item 1 of the Declarations as the principal address of the **Educational Institution**.
- I. The **Educational Institution** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

XXI. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions:

- A. without regard to authorship of the language,
- B. without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer**, and
- C. without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

SIGNATURES

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			


THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


 CARMINE A. GIGANTI, Secretary


 JOHN J. LUPICA, President

Authorized Representative



ace usa

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ACE USA

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Risk Control Services
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National Manager, Jurisdictional Services

**RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS
Commercial Automobile Liability, General Liability, Professional Liability, and Medical
Professional Liability (other than Hospitals)**

The ACE Companies are required by Texas law and regulations to maintain or provide accident prevention services for its commercial automobile, general liability and professional liability policyholders. The Ace Companies offer an array of accident prevention services in Texas at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions.

ACE may recommend one or more of these services based upon hazard, experience, and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please mail or fax to the captioned address or fax number. If you decline all of ACE's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,

National Manager, Jurisdictional & Regulatory Services
ACE USA Risk Control Services
436 Walnut Street, Philadelphia, PA 19106-3703
or call toll free at: 1-866-357-3797

☐ I am aware of the loss control services offered and decline them. I have made other arrangements for these services.

☐ I wish to obtain the following offered accident prevention services:

☐ I have no risk control services needs now. I reserve the right to request loss control services within the period.

(Signature)

(Phone #)

(Phone #)

Print Name: _____ Policy # G21673511-011

Company Name: Academy for Academic Excellence

Address: 1673 Terre Colony Ct.

City, State, Zip: Dallas TX 75212

One of the ACE Group of Insurance & Reinsurance Companies

This Company has undertaken a survey of your premises, equipment, or operations (whichever is pertinent to the type of insurance applied for or provided) for the purpose of supporting the functions of risk underwriting. Any recommendations or information provided is not intended as a substitute for advice from a safety expert or legal counsel you may retain for your own purposes. It is not intended to supplant any legal duty you may have to provide a safe premises, workplace, product or operation.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent



ace group

Information and Complaints

This information is being provided to you pursuant to the requirements of Title 28, Part 1, Chapter 1, Subchapter E. 1.601 of the Texas Administrative Code relating to our Toll Free information and complaint number.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Company's toll-free telephone number for information or to make a complaint at:

1-(800) 352-4462

You may also write to the Company at:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-(800) 252 3439

You may write the Texas Department of Insurance

P. O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact your agent or the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la Compania para informacion o para someter una queja al:

1 (800) 352-4462

Usted tambien puede escribir a la Compania:

ACE USA
Customer Services
PO Box 1000
Philadelphia, PA 19106-3703

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1 (800) 252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
AUSTIN, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa puede entonces comunicarse con el departamento de Seguros en Texas

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Notice Amended

It is agreed that the Notice section of the **Policy** is amended by adding the following:

Notwithstanding anything in this section to the contrary, written **Claim** notices may also be transmitted via email to the following address:

ACEClaimsFirstNotice@acegroup.com

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017.	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Cap On Losses From Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

ACE Scholastic Advantage Educators Legal Liability Insurance Policy

ACE Municipal Advantage Public Entity Liability Policy

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Damages** or **Claims Expenses** that are otherwise excluded under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Educational Institution Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Insured Endorsement

It is agreed that Section III, Definitions, subsection T the definition of **Insured**, is amended by adding the following:

The following entity or individual listed below shall be considered an **Insured**, but only with respect to **Claims** arising out of **Wrongful Acts** committed or allegedly committed by an **Insured Educator** in his or her capacity as such and while acting solely for or on behalf of the **Educational Institution**.

The **Policy** will not provide any coverage for **Claims** and **Claims Expenses** arising out of any **Wrongful Act**, error or omission committed by the entity or individual listed below.

Dallas County Juvenile Justice Charter School
Additional **Insured**

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Educational Institution Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Third-Party Claims Exclusion

It is agreed that the **Policy** is amended as follows:

1. Section I, Insuring Agreements, subsection C, **Employment Practices** Liability, is deleted in its entirety and replaced with the following:

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** brought and maintained by or on behalf of any current or former **Employee** or applicant for employment with the **Educational Institution** first made against the **Insureds** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

2. Section III, Definitions, subsection PP, **Wrongful Act**, paragraph 3 is deleted in its entirety and replaced with the following:

3. Insuring Agreement I.C:

A **Wrongful Employment Practice** committed or attempted by the **Educational Institution** or by any **Insured Educator** acting solely in their capacity as such and on behalf of the **Educational Institution** and only to the extent the **Insured Educator** or other alleged wrongful actor was acting solely within the scope of their employment with or representation of the **Educational Institution**.

3. Section IV, Exclusions, is amended by adding the following additional exclusion:

- alleging, based upon, arising out of or attributable to any **Claim** alleging any **Wrongful Employment Practice** brought by or on behalf of any customer, client or other person who is not a current or former **Employee** or applicant for employment with the **Educational Institution**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Educational Institution Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Amendatory Endorsement – Texas

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section VII, **Extended Reporting Periods**, the first sentence of subsection B.1. is deleted in its entirety and the following is inserted:

The **Educational Institution** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for a period of at least 1 year following the effective date of such cancellation or nonrenewal.

2. Section XIV, Termination of the **Policy**, is amended by adding the following:

- If this **Policy** has been in effect for more than 60 days, or is a renewal of a **Policy** the **Insurer** issued, the **Insurer** may terminate this **Policy** only for one or more of the following reasons:
 1. fraud in obtaining coverage;
 2. failure to pay a premium when due;
 3. an increase in hazard within the control of the **Insured** that would produce a rate increase;
 4. loss of the **Insurer's** reinsurance covering all or part of the risk covered by the **Policy**; or
 5. the **Insurer** is placed in supervision, conservatorship, or receivership and the termination is approved or directed by the supervisor, conservator, or receiver.
- The **Insurer** shall not terminate this **Policy** based solely on the fact that an **Insured** is an elected official.
- Notice of termination from the **Insurer** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Educational Institution**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.

3. Section XX, Alternative Dispute Resolution, subsection H is deleted in its entirety and the following is inserted:

H. Either ADR process shall be commenced in Texas unless the **Insurer** and the **Insured** mutually agree on an alternate location.

4. The following section is added to the **Policy**:

- NONRENEWAL

If the **Insurer** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Educational Institution**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 60 days before the end of the **Policy Period**. If notice is mailed later than 60 days before the end of the **Policy Period**, the coverage remains in effect until 61 days after the date on which the notice is mailed. Proof of mailing will be sufficient proof of notice. Earned premium for any period of coverage that extends beyond the end of the **Policy Period** shall be computed *pro rata* based on the previous year's rate.

The **Insurer** shall not refuse to renew this **Policy** based solely on the fact that an **Insured** is an elected official.

The **Insurer** is not required to send notice of nonrenewal if the **Insured** has been transferred between admitted companies within the same insurance group.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Educational Institution Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Charter School Exclusion

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to:
 1. any grant of or failure to grant a charter to any charter school for any reason whatsoever, including, but not limited to, the maintenance, issuance, renewal, suspension, cancellation, withdrawal, probate, or revocation of any charter; or
 2. any charter school that is not:
 - a. established in full compliance with all applicable laws, rules and regulations and which does not remain in full compliance with all applicable laws, rules and regulations as a chartered entity of the school district or county office of education that granted such charter; or
 - b. fully governed by such school district or county office of education.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Bullying Exclusion

It is agreed that:

1. Section III, Definitions, is amended by adding the following additional exclusion:
 - **Bullying** means repeated and inappropriate direct or indirect verbal, emotional or physical behavior conducted by one or more persons against another person or persons with the intent to disturb, cause distress or fear, or undermine such person's or persons' dignity.
2. Section IV, Exclusions, is amended by adding the following additional exclusion:
 - alleging, based upon, arising out of or attributable to any **Bullying**, including, without limitation, any allegation that an **Insured** negligently employed, investigated, supervised or retained a person, or that an alleged practice, custom or policy gave rise to, caused, or resulted in such behavior or any violation of a civil right.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

False Claims Act Exclusion

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Academy for Academic Excellence			Endorsement Number
Policy Symbol EON	Policy Number G21673511 011	Policy Period 01/01/2016 to 01/01/2017	Effective Date of Endorsement 01/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Limits of Liability Amended

Authorized Representative



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: January 25, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Annual Financial Audit

Background of Issues:

Pursuant to the Texas Education Code (TEC) § 44.008, the Academy for Academic Excellence (AAE) is required to conduct an annual financial audit. This audit must meet the guidelines and requirements set by the Texas Education Agency (TEA). Thus, the Academy for Academic Excellence School Board must approve the annual audit.

The purpose of this briefing is to present the audit report for the 2015 fiscal year for AAE Charter School Board approval and authorization for the President of the Academy for Academic Excellence School Board to sign the audit on behalf of the Academy for Academic Excellence School Board for submission to TEA.

The Annual Financial Audit will be distributed to the Board on January 25, 2016, and submitted to the Texas Education Agency (TEA) on or before January 28, 2016, as required.

Impact on Operations and Maintenance:

The Academy for Academic Excellence's fiscal year is from September 1, 2014, through August 31, 2015. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2015. The Texas Education Agency automatically grants an additional 30-day extension of the deadline without imposing any penalties or sanctions.

Deloitte & Touche was awarded the auditing contract as Dallas County's independent auditor under the Request for Proposal No. 2015-074-6528.

The Annual Financial Report presents the financial statements for the Academy for Academic Excellence, listing overall revenue and expenditures as well as details for specific funds within the budget. The notes to the financial statements provide a more detailed explanation of the fiscal information. A portion of the Academy for Academic Excellence School Board's audit includes a section entitled "Management's Discussion and Analysis." This section was prepared by AAE staff and provides a summary of the Academy for Academic Excellence's finances.

Financial Highlights:

Key financial highlights for Fiscal Year 2015 are as follows:

- In total, net position decreased by \$605,626 in the report and is subject to change. This number does not include the net pension liability that is required to be implemented this year due to GASB pronouncement 68. Net position of governmental activities decreased from (\$2,109,083) in fiscal year 2014 to (\$2,714,709) in fiscal year 2015.
- General revenues accounted for \$5,271,764, or 80% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,284,070, or 20% of all revenues. Total revenues amounted to \$6,556,700.
- The Academy had \$7,162,985 in expenses.

As stated in previous years, student enrollment remains a constant issue regarding the AAE's budget.

Management must consider revenue projections for the current school year compared to actual enrollments and expenses to date to determine how much, if any, of these net assets can be utilized. The amount of net assets available may change based on the final "settle-up" notification from Texas Education Agency (TEA).

Legal Impact:

The Academy for Academic Excellence School Board is responsible for the preparation and submission of the annual audit and responding to any subsequent review by TEA, if requested.

Financial Impact/Considerations:

The net position of \$2,714,709 reflects a deficit after accounting for all liabilities, including possible long-term liabilities required to be accounted for, as a result of Other Post-Employment Benefits (OPEB). This deficit does not mean that the AAE does not have resources available as they become due. Rather, United States Generally Accepted Accounting Principles (GAAP) and the TEA *Financial Accountability System Resource Guide* require governmental organizations to recognize an actuarially estimated accrued liability for OPEB, even though it may not have a legally enforceable obligation to pay OPEB benefits. Additionally, the OPEB long term liabilities will be funded in future periods from the County's general fund.

Academy for Academic Excellence Charter School employees are permanent, full-time Dallas County employees and participate in the County's pension plan. OPEB for AAE was calculated as a 2% allocation from the County's OPEB.

Deloitte & Touche estimates the total fees for the financial audit for the AAE will be \$38,750. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence Charter School has no outstanding debt.

Recommendation:

It is recommended the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2015, conducted by the firm of Deloitte & Touche and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

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 25th day of January 2016, 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 Academy for Academic Excellence Charter School Board Order:

WHEREAS, pursuant to the Texas Education Code (TEC) § 44.008, the Academy for Academic Excellence (AAE) is required to conduct an annual financial audit. This audit must meet the guidelines and requirements set by the Texas Education Agency (TEA). Thus, the Academy for Academic Excellence Charter School Board must approve the annual audit.

The purpose of this briefing is to present the audit report for the 2015 fiscal year for AAE Charter School Board approval and authorization for the President of the Academy for Academic Excellence Charter School Board to sign the audit on behalf of the Academy for Academic Excellence Charter School Board for submission to TEA.

The Annual Financial Audit will be distributed to the Board on January 25, 2016 and submitted to the Texas Education Agency (TEA) on or before January 28, 2016, as required; and

WHEREAS, the Academy for Academic Excellence's fiscal year is from September 1, 2014 through August 31, 2015. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2015. The Texas Education Agency automatically grants an additional 30 day extension of the deadline without imposing any penalties or sanctions.

Deloitte & Touche was awarded the auditing contract as Dallas County's independent auditor under the Request for Proposal No. 2015-074-6528.

The Annual Financial Report presents the financial statements for the Academy for Academic Excellence, listing overall revenue and expenditures as well as details for specific funds within

Academy for Academic Excellence Annual Financial Audit

the budget. The notes to the financial statements provide a more detailed explanation of the fiscal information. A portion of the Academy for Academic Excellence School Board's audit includes a section entitled "Management's Discussion and Analysis." This section was prepared by AAE staff and provides a summary of the Academy for Academic Excellence's finances; and

WHEREAS, key financial highlights for fiscal year 2015 are as follows:

- In total, net position decreased by \$605,626 in the report and is subject to change. This number does not include the net pension liability that is required to be implemented this year due to GASB pronouncement 68. Net position of governmental activities decreased from (\$2,109,083) in fiscal year 2014 to (\$2,714,709) in fiscal year 2015.
- General revenues accounted for \$5,271,764, or 80% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,284,070, or 20% of all revenues. Total revenues amounted to \$6,556,700.
- The Academy had \$7,162,985 in expenses.

As stated in previous years, student enrollment remains a constant issue regarding the AAE's budget.

Management must consider revenue projections for the current school year compared to actual enrollments and expenses to date to determine how much, if any, of these net assets can be utilized. The amount of net assets available may change based on the final "settle-up" notification from Texas Education Agency (TEA); and

WHEREAS, the Academy for Academic Excellence Charter School Board is responsible for the preparation and submission of the annual audit and responding to any subsequent review by TEA, if requested; and

WHEREAS, the net position of (\$2,714,709) reflects a deficit after accounting for all liabilities, including possible long-term liabilities required to be accounted for, as a result of Other Post-Employment Benefits (OPEB). This deficit does not mean that the AAE does not have resources available as they become due. Rather, United States Generally Accepted Accounting Principles (GAAP) and the TEA *Financial Accountability System Resource Guide* require governmental organizations to recognize an actuarially estimated accrued liability for OPEB, even though it may not have a legally enforceable obligation to pay OPEB benefits. Additionally, the OPEB long-term liabilities will be funded in future periods from the County's general fund.

Academy for Academic Excellence Charter School employees are permanent, full-time Dallas County employees and participate in the County's pension plan. OPEB for AAE was calculated as a 2% allocation from the County's OPEB.

Deloitte & Touche estimates the total fees for the financial audit for the AAE will be \$38,750. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence Charter School has no outstanding debt; and

Academy for Academic Excellence Annual Financial Audit

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 the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence Charter School's annual audit for Fiscal Year 2015, conducted by the firm of Deloitte & Touche and authorize the President of the Academy for Academic Excellence Charter School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Academy for Academic Excellence Annual Financial Audit.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

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

Recommended by:

Approved by:

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

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



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: January 25, 2016
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Timeline Change for Reauthorization of AAE Purchasing Policy

Background of Issues

On November 23, 2015, the Academy for Academic Excellence School Board approved the Reauthorization of the AAE Purchasing Policy. To coincide with the Juvenile Department, this brief is offered to realign the request so that both AAE and the Juvenile Department request the reauthorization of the purchasing policy at the same time.

Impact on Operations and Maintenance

There are no changes from what was approved at the November 23, 2015, Board meeting. The Department is recommending extension of the policies previously approved by the Board. These purchasing procedures are summarized below.

- (1) *\$0.01--\$500.* Purchases in this range may be processed via a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.
- (2) *\$500.01--\$1,000.* Purchases in this range require the Department Head's signature (Dr. Terry S. Smith) and the standing School Board Order as in 1 above.
- (3) *\$1,000.01--\$3,500.* Purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chair. The standing School Board Order will have given the Academy for Academic Excellence School Board Chair authorization to sign approving purchases in this range.
- (4) *\$3,500.01 and above.* Purchases in this range require a traditional Board Briefing and Order.

These purchases must be in compliance with Dallas County and Local Government Code purchasing policies and procedures.

Strategic Plan Compliance:

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

Legal Impact

Dallas County purchasing policies and procedures as well as Local Governments Purchasing Codes require all purchases to be made from a contract vendor or purchased through a purchasing agent of the County. The

modification requested will not circumvent or violate any previously mentioned purchasing policies or procedures.

Financial Impact/Considerations

The modification requested does not require any additional funding. The cost for any materials or supplies ordered or invoices to be paid was accounted for under specific line items in the Academy for Academic Excellence's approved budget. This information has been reviewed by Ms. Carmen Williams, Budget Supervisor.

Recommendation

It is recommended that the Academy for Academic Excellence School Board approve the modified approval process for ordering needed supplies and materials.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016-XXX

DATE: January 25, 2016

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence School Board of Dallas County, Texas, held on the 25th day of January, 2016, 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 November 23, 2015, the Academy for Academic Excellence Charter School Board approved the Reauthorization of the AAE Purchasing Policy (2015-147). To coincide with the Juvenile Department, it is sought to realign the request so that both AAE and the Juvenile Department request the authorization of the purchasing policy at the same time; and

WHEREAS, there are no changes from what was approved at the November board meeting. The Department is recommending extension of the policies previously approved by the Board. These purchasing procedures are summarized below:

- (1) *\$0.01--\$500.* Purchases in this range may be processed via a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.
- (2) *\$500.01--\$1,000.* Purchases in this range require the Department Head's signature (Dr. Terry S. Smith) and the standing School Board Order as in 1 above.
- (3) *\$1,000.01--\$3,500.* Purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chair. The standing School Board Order will have given the Academy for Academic Excellence Charter School Board Chair authorization to sign approving purchases in this range.
- (4) *\$3,500.01 and above.* Purchases in this range require a traditional Board Briefing and Order.

These purchases must be in compliance with Dallas County and Local Government Code purchasing policies and procedures; and

Academy for Academic Excellence Annual Financial Audit

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 the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence Charter School's annual audit for Fiscal Year 2015, conducted by the firm of Deloitte & Touche and authorize the President of the Academy for Academic Excellence Charter School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Academy for Academic Excellence Annual Financial Audit.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

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

Recommended by:

Approved by:

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

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



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: January 25, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Campus Improvement Plans for the Academy for Academic Excellence

Background of Issue:

The Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research.

The Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. Campuses must complete a comprehensive plan to reform/support their instructional program. First, schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CNA, campuses then create Campus Improvement Plans (CIPs). The Campus Improvement Plan (CIP) serves as the blueprint for how campuses will actually address the needs identified in the CNA. An effective CIP can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability.

Impact on Operations and Maintenance:

The implementations of the strategies indicated in a CIP are crucial parts of a campus's accountability. Specific items to be noted in a CIP are:

- Identify the use of Title I, Part A funds.
- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).

Strategic Plan Compliance:

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

Legal Information:

This information has been reviewed and approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

There is no financial impact.

Performance Impact Measures:

The Campus Improvement Plans support overall student achievement.

Project Schedule/Implementation:

Implementation is for the 2015-2016 school year.

Recommendation:

It is recommended that the Academy for Academic Excellence School Charter School Board approve the Campus Improvement Plans for the Academy for Academic Excellence.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

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 25th day of January 2016, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

Where, among other matters, came up for consideration and adoption the following Academy for Academic Excellence Charter School Board Order:

WHEREAS, the Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. This funding pays for resources to assist schools with high concentrations of students from low-income families. These resources improve education quality and help ensure all children in low-income contexts meet the state's student performance standards. Title I, Part A provides support to schools in implementing either a school-wide program or a targeted assistance program. Title I, Part A programs use effective methods and instructional strategies grounded in scientific research; and

WHEREAS, the Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. Campuses must complete a comprehensive plan to reform/support their instructional program. First, schools must complete a comprehensive needs assessment (CNA). The purpose of a CNA is to examine data sources and to identify the priority needs and direction of the school. The data helps schools monitor and assess the impact of programs, instruction, and other resources related to student achievement. Using the data from the CAN, campuses then create Campus Improvement Plans (CIPs). The Campus Improvement Plan (CIP) serves as the blueprint for how campuses will actually address the needs identified in the CNA. An effective CIP can bring focus and coherence to instructional activities and help ensure unity of purpose, alignment, and clear accountability; and

WHEREAS, the implementations of the strategies indicated in a CIP are crucial parts of a campus's accountability. Specific items to be noted in a CIP are:

- Identify the use of Title I, Part A funds.

- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s); 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 Campus Improvement Plans (CIPs) are effective for the 2015-2016 school year. CIPs are to be revised and approved annually.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the Campus Improvement Plans for the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

The forgoing Academy for Academic Excellence Charter School 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

N.



**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: January 25, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget Amendment #1: Maximum Entitlements and Line Item Adjustments

Background of Issue:

The original FY 2016 budget for the Academy of Academic Excellence (AAE) was presented to the School Board and approved on June 22, 2015. This brief seeks authorization to amend the projected totals to include the anticipated grant final allocations and roll-forward amounts and to make line item adjustments to meet the needs of the campuses and the district. This will include adjustments of state and federal funds and ensuring proper allocations in specific line code for appropriate expenditures.

Impact on Operations and Maintenance:

After submission of the original budget, it was determined that our roll-forward grant amounts (shown as total increase indicated below) would total an additional \$142,482.50. The additional grant funds will be used to fill vacant positions to comply with state and federal requirements, fund professional development and purchase supplemental materials needed to support student achievement. All of these adjustments can be budgeted with the roll-forward grant funding we will be receiving in our Final Budget Allocations indicated below:

Title I, Part A provides funding for resources for schools with high concentrations of students from low income families to provide a high quality education that will enable all children to meet the State's student performance standards. There is a required 5% that must be allocated to professional development.

• Planning Amount	\$374,944.00
• Total Increase to Title I Part A	\$59,201.00
• Final Budget Amount	\$434,145.70
○ Salaries (Budget Category 6100)	\$401,185.00
○ Required 5% for Professional Development (2460)	\$21,707.00
○ Other Professional Services (5590)	\$11,253.70
▪ Money Camp (Math Skills/Interactive Budgeting)	\$3,500.00
▪ EPS Customized Learning Solution/Literacy and Math (2150)	\$7,750.00

Title II, Part A provides supplemental funding to provide professional support for core curriculum teachers and principals. The program's purpose is to elevate teacher and principal quality through recruitment, hiring and

retention strategies and to increase the number of highly qualified teachers in the classroom and highly qualified principals and assistant principals in schools.

- Planning Amount \$26,107.00
- Total Increase to Title II, Part A \$5,576.50
- **Final Budget Amount** **\$31,683.50**
 - Teacher stipends (Budget Category 6100) \$28,500.00
 - Other Professional Services (5590) \$3,183.50

Title III, Part A (LEP) aims to ensure that English language learner (ELL) and immigrant students attain English language proficiency and meet the same challenging State academic content and student academic achievement standards all children are expected to meet.

- Planning Amount \$3,665.00
- Total Increase to Title III, Part A \$159.00
- **Final Budget Amount** **\$3,824.00**
 - Licenses and Permit Fees (2150) \$3,600.00
 - Continuation of services for Edmentum (ESL Reading Smart)

Title I, Part D provides funding for prevention and intervention programs for children and youth who are neglected, delinquent or at risk. Title I, Part D is designated strictly for staff salaries.

- Planning Amount (salaries) \$641,689.00
- Total increase in Title I, Part D (salaries) \$77,546.00
- **Final Budget Amount (salaries)** (Budget Category 6100) **\$719,235.00**

IDEA - B assists schools with materials and resources to work with students with disabilities. Recommendations to line item adjustments and purchases from IDEA - B:

- Planning Amount \$67,424.00
- Total Increase \$50,810.00
- **Final Budget Amount** **\$118,234.00**
 - IDEA-B salaries (Budget Category 6100) \$93,251.00
 - Other Professional Services (5590) \$24,983.00
 - Diagnostic Assessment Service (DAS)

However, adjustments to line items in State Aid are required to fulfill required obligations. Listed below are the specific line items adjustments needed for State Aid:

State Aid:

Recommendations to the line item adjustments and purchases from State Aid include:

- Decrease School/Recreation (school supplies) (5080) \$8,000.00
- Increase Conference/Staff (2050) \$3,500.00
 - CPR/First Aid Training Mandate (2 staff @ \$250.00) \$500.00
- Increase General Liability Insurance (7541) \$1,000.00
- Increase Shipping and Handling (2210) \$250.00

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

- | | |
|---|------------|
| • Increase Property < \$500 (2090) | \$250.00 |
| • Increase Equipment Rental / Letot RTC Copier (7020) | \$3,000.00 |

Strategic Plan Compliance:

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

Legal Information:

The AAE budget requires the approval of the Charter School Board.

Financial Impact/Considerations:

This information has been reviewed and approved by Ms. Carmen Williams, Budget Supervisor.

Performance Impact Measures:

There are no specific performance measures.

Project Schedule/Implementation:

The budget amendment will be implemented for the remainder of FY 2016 in accordance with state and federal guidelines and timelines.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve budget amendment #1 as presented.

Recommended by:



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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: January 25, 2016

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 25th day of January 2016, 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 FY 2016 budget for the Academy of Academic Excellence (AAE) was presented to the School Board and approved on June 22, 2015. Authorization is sought to amend the projected totals to include the anticipated grant final allocations and roll-forward amounts and to make line item adjustments to meet the needs of the campuses and the district. This will include adjustments of state and federal funds and ensuring proper allocations in specific line code for appropriate expenditures; and

WHEREAS, after submission of the original budget, it was determined that our roll-forward grant amounts (shown as total increase indicated below) would total an additional \$142,482.50. The additional grant funds will be used to fill vacant positions to comply with state and federal requirements, fund professional development and purchase supplemental materials needed to support student achievement. All of these adjustments can be budgeted with the roll-forward grant funding we will be receiving in our Final Budget Allocations indicated below:

Title I, Part A provides funding for resources for schools with high concentrations of students from low income families to provide a high quality education that will enable all children to meet the State's student performance standards. There is a required 5% that must be allocated to professional development.

• Planning Amount	\$374,944.00
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- **Final Budget Amount** **\$31,683.50**
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- Total increase in Title I, Part D (salaries) \$77,546.00
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IDEA - B assists schools with materials and resources to work with students with disabilities. 2Recommendations to line item adjustments and purchases from IDEA - B:

- Planning Amount \$67,424.00
- Total Increase \$50,810.00
- **Final Budget Amount** **\$118,234.00**
 - IDEA-B salaries (Budget Category 6100) \$93,251.00
 - Other Professional Services (5590) \$24,983.00
 - Diagnostic Assessment Service (DAS); and

WHEREAS, adjustments to line items in State Aid are required to fulfill required obligations, and listed below are the specific line items adjustments needed for State Aid:

State Aid:

Recommendations to the line item adjustments and purchases from State Aid include:

- Decrease School/Recreation (school supplies) (5080) \$8,000.00
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**Academy for Academic Excellence Budget Amendment #1:
Maximum Entitlements and Line Item Adjustments**

Page 3

○ CPR/First Aid Training Mandate (2 @ \$250.00)	\$500.00
• Increase General Liability Insurance (7541)	\$1,000.00
• Increase Shipping and Handling (2210)	\$250.00
• Increase Property < \$500 (2090);	\$250.00
• Increase Equipment Rental / Letot RTC Copier (7020); and	\$3,000.00

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 the budget amendment will be for the remainder of FY16 and in accordance with state and federal guidelines and timelines.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves budget amendment #1 as presented.

DONE IN OPEN BOARD MEETING this 25th day of January, 2016.

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

Recommended by:

Approved by:

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

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