



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, June 27, 2016 5:00 PM

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

JUN 23 AM 8:30

DALLAS COUNTY

- I. Call to Order
- II. Tour of Facility
- III. Approval of Minutes
May 23, 2016
April 25, 2016 – Amended on May 23, 2016
- IV. Public Comment (Limited to 3 minutes per individual or organization)*
- V. Discussion Items - Juvenile Department
 - A. Directors Report
 - B. JJAEP Update
- VI. Action Items - Juvenile Department
 - C. FY'2017 Juvenile Department Budget
 - D. FY'2017 Juvenile Justice Alternative Education Program Budget
 - E. Renewal Application to Continue Participation in USDA National School Lunch/Breakfast Program for School YR 2016-2017
 - F. United States Department of Agricultural (USDA) Coordinator Position
 - G. Approval of Contract with Kaufman County Juvenile Department for Pre-Adjudication beds at Dr. Jerome McNeil Jr. Juvenile Detention Center
 - H. Juvenile Justice Alternative Education Program Closet
 - I. Re-Brief of Funding Source for Administrative Legal Advisor
 - J. Approval of a Memorandum of Understanding with Big Thought for the JJAEP Summer Camp
 - K. Approval of a Memorandum of Understanding with Child and Family Guidance Center Safety Net Program
 - L. Juvenile Processing Office – Coppell Police Department
 - M. Licensure Renewal as Functional Family Therapy Provider with Functional Family Therapy LLC
 - N. Juvenile Detention Alternative Initiative Coordinator Professional Services Contract Renewal
- VII. Discussion Items – Academy for Academic Excellence (AAE) Charter School
 - O. Charter School Update
- VIII. Action Items – AAE Charter School
 - P. Academy for Academic Excellence Budget FY 2017
 - Q. Interlocal Agreement between Dallas County Sheriff Department and Academy for Academic Excellence
 - R. Copia Interactive Agreement for Electronic Textbooks
- IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 Through Section 551.076
Subjects:
- Contracts - Litigation - Personnel: - Security

Notes:

* *Individuals wishing to speak during the public comment period must register with the Director's Executive Administrative Coordinator, Ms. Claudia Avila (214.698.2224) by 4:00 p.m. on the business day prior to the date of the board meeting.*

Agenda items are assigned numerically and alphabetically for ease of reference only, and do not necessarily reflect the order of their consideration by the Board.

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



APPROVAL OF MINUTES

III

MINUTES OF MEETING DATE: May 23, 2016

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: Lyle B. Medlock Youth Treatment Center
1508 B Langdon Road, Dallas, TX 75241
Dallas, Texas 75241

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

MEMBERS ABSENT: Judge Andrea Martin
Judge Ken Molberg
Judge Amber Givens-Davis
Judge Andrea Plumlee

I. Call to Order

The Dallas County Juvenile Board met at the Lyle B. Medlock Youth Treatment Center. Judge Cheryl Lee Shannon called the Juvenile Board Meeting to order at 5:05 p.m. Judge Paula Miller arrived at 5:03 PM. Judge Craig Smith arrived at 5:16 PM and County Judge Clay Jenkins arrived at 5:48 PM. There was a quorum at 5:48 PM.

II. Approval of Minutes

The April minutes will be amended as Commissioner John Wiley Price noted his comments regarding textbooks was inadvertently omitted and will be in the packet along with the June Minutes for the Boards approval.

III. Public Comment

Judge Cheryl Lee Shannon noted there were no persons present for public comment and went on to Discussion Items.

IV. Discussion Items – Juvenile Department

A. Directors Report:

Dr. Smith acknowledged Mr. Michael Harris as the new Supervisor in District 3 and Ms. Karla Florence as the new Administrative Clerk in the Administration Department.

Dr. Smith also acknowledged Mr. Gary Hashaway (Juvenile Probation Officer in District 8), who was presented with the Andre Turner Excellence in Service award at the 7th Annual National Association of Blacks in Criminal Justice Scholarship brunch held on April 23, 2016.

Dr. Smith mentioned at the Detention Center, many youth participated in the six-week cycle of Robot Wars! Each week, the residents learn lessons in program coding, new language, how to work using ethics and work as a team.

*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

Dr. Smith mentioned Letot Center held their 1st Annual Fashion Show on Wednesday, May 18, 2016. Dillard's donated one outfit for each girl for the show and a volunteer at the show will be donating \$500 to \$1,000 for each girl to pick out another outfit.

Dr. Smith also mentioned Residential Drug Treatment Program (RDT) held a Talent Show on Friday, May 20, 2016. Each youth performance was great and the attendance was outstanding.

Dr. Smith mentioned Juvenile Justice Alternative Education Program (JJAEP) had their 2nd Annual Parent University on Saturday, May 14, 2016 about; 60 families attended. One youth won a bicycle and he turned around and gave it to a little girl because he didn't want the bike, his gesture was heartfelt.

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

Dr. Smith mentioned the Juvenile Justice Alternative Education Program on April 15, 2016, had an early release day for professional development/training.

The Juvenile Justice Alternative Education Program students continue to earn community service time by assisting with food bank activities such as unboxing food items and the upkeep of the food bank pantry/room.

The Juvenile Justice Alternative Education Program's student enrollment for the month of April reached 101.

C. Educational Tools for Student Learning:

Commissioner John Wiley Price had questions last month regarding textbooks. Dr. Smith explained textbooks were ordered from Title 1 Part A \$25,000 and from State Aid \$14,000 for 5th - 11th graders. Dr. Smith stated \$6,747 were for E-Books.

In 2015-2016 JJAEP has spent \$9,431 for textbooks (approved by the Board on January 25, 2016).

- Point of Information - Commissioner John Wiley Price asked how have the students been tasked and expected to recall and disseminate information, the critical and social thinking which comes from reading and interchange since the request to purchase textbooks is at the end of the school year. Dr. Smith explained there are several avenues the school uses for example: Computers, Odysseyware, E-readers and Lesson plans. It is an issue Commissioner John Wiley Price continues to have concerns with.
- Point of Information – Judge Shannon asked for clarification with the E-Readers. Dr. Smith explained that it was for software upgrade, to be compatible with e-tablets purchased but not used. The company Copia Interactive will be able to provide the software and the software will allow the E-Readers to hold up to seven textbooks.

D. Juvenile Brochure, Logic Model, Strategic Planning 2016-2021 and Core Values:

Dr. Smith explained a copy of the brochure was included in the packet for the Board to review. The brochure will be in English and Spanish. The brochure will be updated and printed once the Deputy Director for Administrative and Executive Services position has been filled.

- Point of Information – Judge Paula Miller mentioned the participation in the Strategic Planning Committee was with a very active group of people and the process was outstanding as all of the committees were committed to the project. Dr. Smith asked all the members present who participated in the Strategic Planning to stand and be recognized.

V. Action Items – Juvenile Department

E. Juvenile Board Budget Retreat:

The Juvenile Board adopted their annual meeting schedule for 2016 at their November 23, 2015, meeting. The Juvenile Board meeting schedule reflects a meeting allocated for a Budget Retreat to be held “if deemed necessary”, on June 25, 2016, at 9 am, at the Henry Wade Juvenile Justice Center. This item is presented to allow the Board to determine if a June Budget Retreat meeting will be needed and/or consider an alternative time and/or location.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to approve the meeting schedule which reflects a meeting allocated for a Budget Retreat to be held “if deemed necessary”, on June 25, 2016, at 9 am, at the Henry Wade Juvenile Justice Center. If the Budget Director indicates a meeting is not necessary a meeting will not be held. The motion was unanimously approved.

F. Juvenile Processing Offices - Richardson Police Department and Southern Methodist University Police Department:

The Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Offices for the Richardson Police Department by approving the Youth Crimes Rooms D207, D208 and D211 located at 140 N Greenville Avenue, Richardson, TX 75081 as Juvenile Processing Offices. And the Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Office for the Southern Methodist Police Department by approving Briefing Room 214 located at 3128 Dyer Street, Dallas, TX 75205 as a Juvenile Processing Room.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Juvenile Processing Offices for the Richardson Police Department by approving the Youth Crimes Rooms D207, D208 and D211 located at 140 N Greenville Avenue, Richardson, TX 75081 as Juvenile Processing Offices, and the Juvenile Processing Office for the Southern Methodist Police Department by approving Briefing Room 214 located at 3128 Dyer Street, Dallas, TX 75205 as a Juvenile Processing Room. The motion was unanimously approved.

G. Just Beginning Program Research by First3Years:

It was recommended the Dallas County Juvenile Board approve the Just Beginning Program by First3Years with Georgetown University. It was pointed out the researcher cannot utilize videos of the youth who are under Chief Juvenile Probation Officer (CJPO) custody and the document and the entire proposal constitutes a complete and final agreement between Dallas County and the researcher.

- A motion was made by Judge Craig Smith and seconded by Commissioner John Wiley Price to approve the Just Beginning Program by First3Years with Georgetown University. It was pointed out the researcher cannot utilize videos of the youth who are under Chief Juvenile Probation Officer (CJPO) custody and the document and the entire proposal constitutes a complete and final agreement between Dallas County and the researcher. The motion was unanimously approved.

H. Re-Certification of Lyle B. Medlock Youth Treatment Center Post-adjudication Secure Facility :

It was recommended the Dallas County Juvenile Board certify the Lyle B. Medlock Treatment Center as suitable for the confinement of youth in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities. The Juvenile Department also recommended the facility be certified for 96 beds.

- A motion was made by Judge Clay Jenkins and seconded by Judge Paula Miller to suspend the agenda. The motion was unanimously approved. The Board took a tour of the Medlock facility and left at 5:50 pm and returned at 5:55 pm
- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to certify the Lyle B. Medlock Treatment Center as suitable for the confinement of youth in accordance with Section 51.125 of the Texas Family Code and the Texas Juvenile Justice Department Standards for Secure Juvenile Pre-Adjudication Detention and Post-Adjudication Correctional Facilities, and to certify the facility for 96 beds. The motion was unanimously approved.

I. Approval of the 2016 Lyle B. Medlock Policy and Procedures:

It was recommended the Juvenile Board approve the 2016 Policy and Procedures for the Lyle B. Medlock Residential Treatment Center. It was furthermore recommended the Juvenile Board authorize the Director of Juvenile Services or designee to modify any policy and procedure as needed.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the 2016 Policies and Procedures for the Lyle B. Medlock Residential Treatment Center, and to authorize the director of Juvenile Services or designee to modify any policy and procedure as needed. The motion was unanimously approved.

J. Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 and 14 Independent School District:

It was recommended the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 and 14 ISD's for the 2016-2017 school year.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the Juvenile Justice Alternative Education Program Memorandum of Understanding with Region 10 and 14 ISD's for the 2016-2017 school year. The motion was unanimously approved.

K. Juvenile Justice Alternative Education Policy and Procedures:

It was recommended the Dallas County Juvenile Board approve the Juvenile Justice Alternative Education Program (JJAEP) Policy and Procedures 2016-2017.

- Point of Information – Commissioner John Wiley Price noted it was difficult to follow the red-line version due to numerous revisions. Judge Smith asked Administrative Legal Advisor, Ms. Caruthers if she read and approved the revisions and Ms. Caruthers acknowledged in the affirmative.
- A motion was made by Judge Craig Smith and seconded by Judge Paula Miller to approve the Juvenile Justice Alternative Education Program (JJAEP) Policy and Procedures 2016-2017. The motion was unanimously approved.

L. Juvenile Justice Alternative Education Student Code of Conduct:

It was recommended the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2016-2017 school year.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the Dallas County Juvenile Justice Alternative Education Program Student Code of Conduct for the 2016-2017 school year. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to recess as the Dallas County Juvenile Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to convene as the Academy of Academic Excellence Charter School Board. The motion was unanimously approved.

VI. Discussion Items – Academy for Academic Excellence (AAE) Charter School

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

Dr. Terry Smith mentioned on April 10, 2016, all PE teachers attended CPR certification training (TEA requirement) hosted by Region 10.

Dr. Smith mentioned the Academy for Academic Excellence on April 15, 2016, had an early release day for professional development/training.

Dr. Smith mentioned two youth in the Accelerated Improvement Plan program at Medlock passed the Reading portion of the STARR test after extensive reading and writing tutoring.

The Academy for Academic Excellence student enrollment reached 520 with an additional 18 students enrolled in the GED program for a total enrollment of 538.

VII. Action Items – Academy for Academic Excellence Charter School

N. Academy for Academic Excellence Charter School Special Education Policy and Procedures:

It was recommended the Academy for Academic Excellence Charter School Board approve the Special Education Services Policy and Procedures to be in compliance with the state and federal guidelines for operation.

- A motion was made by Judge Paula Miller and seconded by Judge Craig Smith to approve the Special Education Services Policies and Procedures to be in compliance with the state and federal guidelines for operation. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to recess as the Academy for Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Craig Smith to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

VIII. 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 6:13 p.m., following a motion by Judge Craig Smith and seconded by Judge Paula Miller. The motion was unanimously approved. Meeting adjourned.

MINUTES OF MEETING DATE: April 25, 2016
Amended May 23, 2016

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 p.m.

PLACE: 305th District Court Master/Referee Courtroom
Rm. A332, 3rd Floor
2600 Lone Star Drive
Dallas, Texas 75202

MEMBERS PRESENT: Commissioner John Wiley Price, Vice-Chairman
Judge Cheryl Lee Shannon, Chairman
County Judge Clay Jenkins
Judge Paula Miller
Judge Andrea Martin
Judge Amber Givens-Davis
Judge Ken Molberg

MEMBERS ABSENT: Judge Craig Smith
Judge Andrea Plumlee

I. Call to Order

The Dallas County Juvenile Board met at the 305th District Court/Referee Courtroom. Judge Cheryl Lee Shannon called the Juvenile Board Meeting to order at 5:00 p.m. Judge Paula Miller arrived at 5:09 p.m.

II. Approval of Minutes

Judge Cheryl Lee Shannon presented the minutes from the March 28, 2016 Juvenile Board Meeting for approval. A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to approve the March 28, 2016 minutes. The motion was unanimously approved.

III. Public Comment

Mr. Eric O'Ree was registered to speak but was not present.

IV. Discussion Items – Juvenile Department

A. Directors Report:

Dr. Terry Smith acknowledged JSO Ryan Mayfield from the Dr. Jerome McNeil Detention Center for Employee of the month for March.

Dr. Smith also acknowledged the new Supervisor in Intake, Ms. Zakiayyah Terrell who came from Special Needs Unit.

This month, the Academy for Academic Excellence instructors facilitated the 2016 STAAR testing at the facility.

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

B. Quarterly Reports - Facilities:

Dr. Smith mentioned how the numbers decreased on the physical restraints and mechanical restraints at the Dr. Jerome McNeil Jr. Detention Center from January to March.

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

Dr. Smith mentioned students and facility members were off the week of March 14th for Spring break.

Dr. Smith also mentioned the week of March 28th eligible students participated in the appropriate assigned STAAR tests.

- Commissioner John Wiley Price expressed his concerns regarding the youth not having textbooks. Commissioner Price questioned how the youth were taking the STARR testing without textbooks. Commissioner Price stated we really need to discuss this issue. It was agreed to put the textbooks issue as a discussion item for the May 23, 2016 Juvenile Board Meeting.

D. Interlocal Agreement between Dallas ISD and Dallas County Juvenile Department:

Mr. Ervin Taylor gave an update on for the Emergency Facility Assistance and Mr. Taylor stated with the help of Vernetta Kinnard, Community Liaison, the Juvenile Department has an agreement with Dallas Independent School District (DISD) with three (3) schools the Department can use in case the students need to be evacuated. The three schools will be identified, and when agreed upon will be presented to the Board.

V. Action Items – Juvenile Department**E. Juvenile Processing Offices – Farmers Branch Police Department and Addison Police Department:**

The Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Offices for the Farmers Branch Department by approving the Interview Rooms 156 and 204 located at 3723 Valley Lane, Farmers Branch, TX 75244 as a Juvenile Processing Offices. And the Juvenile Department recommended the Juvenile Board approve the Juvenile Processing Office for the Addison Police Department by approving the Briefing Room located at 4799 Airport Parkway, Addison, TX 75001 as a Juvenile Processing Office.

- A motion was made by Judge Clay Jenkins and seconded by Judge Ken Molberg to approve the Juvenile Processing Offices for the Farmers Branch Department by approving the Interview Rooms 156 and 204 located at 3723 Valley Lane, Farmers Branch, TX 75244 as a Juvenile Processing Offices, and the Juvenile Processing Office for the Addison Police Department by approving the Briefing Room located at 4799 Airport Parkway, Addison, TX 75001 as a Juvenile Processing Office. The motion was unanimously approved for both processing offices.

F. TechShare Juvenile Case Management System – Basic 2013 Resource Sharing Addendum #5:

It was recommended the Juvenile Board approve the TechShare.Juvenile 2013 Resource Sharing Amendment # 5 which makes no changes to Attachment C. Instead, Amendment # 5 merely extends the term of the TechShare.Juvenile CaseManagement System-Basic 2013 Resource Sharing Addendum # 5 from June 30, 2016, to December 31, 2016.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Paula Miller to approve the TechShare.Juvenile 2013 Resource Sharing Amendment # 5 which makes no changes to Attachment C. Instead, Amendment # 5 merely extends the term of the TechShare.Juvenile CaseManagement System-Basic 2013 Resource Sharing Addendum # 5 from June 30, 2016, to December 31, 2016. The motion was unanimously approved.

- G. Ratification of Youth with Sexual Behavior Problems Program Grant Application:**
It was recommended the Dallas County Juvenile Board ratify the submission of the Youth with Sexual Behavior Problems grant application and authorize the Dallas County Judge to sign any related grant documents.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Clay Jenkins to approve to ratify the submission of the Youth with Sexual Behavior Problems grant application and authorize the Dallas County Judge to sign any related grant documents. The motion was unanimously approved.

- H. Ratification of JJAEP Summer Camp: TJJD Prevention, Programming and Placement Award:**
It was recommended the Dallas County Juvenile Board ratify the submission of the TJJD Prevention, Programming, and Placement Funding Application, accept the funds awarded, and authorize the Dallas County Judge to sign any related grant documents.

- A motion was made by County Judge Clay Jenkins and seconded by Judge Amber Givens-Davis to approve to ratify the submission of the TJJD Prevention, Programming, and Placement Funding Application, accept the funds awarded, and authorize the Dallas County Judge to sign any related grant documents. The motion was unanimously approved.

- I. Approval of Memorandum of Understanding with juviGAP Ministries, Inc.:**
It was recommended the Juvenile Board approve the Memorandum of Understanding with juviGAP Ministries, Inc. It was further recommended the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board.

- A motion was made by Judge Paula Miller and seconded by Judge Amber Givens-Davis to approve the Memorandum of Understanding with juviGAP Ministries, Inc. It was further recommended the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board. The motion was unanimously approved.

- J. Amendment to the Dallas County Youth Village 2015 Court Order 2015-139 to include bed capacity:**
It was recommended the Dallas County Juvenile Board amend Court Order 2015-139 to certify Youth Village for 72 beds.

- A motion was made by Judge Ken Molberg and seconded by Judge Clay Jenkins to amend Court Order 2015-139 to certify Youth Village for 72 beds. The motion was unanimously approved.

- K. 2016-2017 School Calendar for the Dallas County Juvenile Alternative Education Program:**
It was recommended the Dallas County Juvenile Board approve the 2016-2017 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP)

- A motion was made by County Judge Clay Jenkins and seconded by Commissioner John Wiley Price to approve the 2016-2017 School Calendar for the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). The motion was unanimously approved.

L. Summer School 2016 for Juvenile Justice Alternative Education Program:

It was recommended the Dallas County Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program Summer School Plan for \$3,146.00 to be paid from line item # 7201. To accept these funds, Amendment Four to the State Financial Assistance Contract 2016-2017, must be executed by the Dallas County Juvenile Board. Amendment Four was attached and was required to be signed by the Juvenile Board.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to approve the Dallas County Juvenile Justice Alternative Education Program Summer School Plan for \$3,146.00 to be paid from 7201. To accept these funds, Amendment Four to the State Financial Assistance Contract 2016-2017, must be executed by the Dallas County Juvenile Board. Amendment Four was attached and was required to be signed by the Juvenile Board. The motion was unanimously approved.

M. Any subsequent action deemed necessary as a result of VIII – Litigation – Claim by the Department of State Health Services Case Number 3002160325:

To be discussed in Executive Session

N. Any subsequent action deemed necessary as a result of VIII – Personnel: Letot Residential Treatment Center complaint:

To be discussed in Executive Session

- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to recess as the Dallas County Juvenile Board. The motion was unanimously approved.

- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to convene as the Academy of Academic Excellence Charter School Board. The motion was unanimously approved.

VI. Discussion Items – Academy for Academic Excellence (AAE) Charter School

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

Dr. Terry Smith mentioned the Youth Service Advisory Board (YASB) funded an incentive grant in the amount of \$7,000.00 to be used to purchase incentives for encouragement, motivation and reward students who make the honor roll, perfect attendance, and/or excel in an academic completion. This will help reduce the amount of money teachers and staff spends out-of-pocket for incentives.

VII. Action Items – Academy for Academic Excellence Charter School

P. 2016-2017 School Calendar for the Academy for Academic Excellence:

It was recommended the Academy for Academic Excellence Charter School Board approve the 2016-2017 School Calendar for the Academy for Academic Excellence, as presented.

- A motion was made by Judge Ken Molberg and seconded by Judge Paula Miller to approve the 2016-2017 School Calendar for the Academy for Academic Excellence, as presented. The motion was unanimously approved.

Q. Academy for Academic Excellence Budget Amendment #2: Maximum Entitlements and Line Item Adjustments

It was recommended the Academy for Academic Excellence Charter School Board to approve Budget Amendment # 2, as presented, the additional allocation of \$145,000 for Title part A and \$4,600 from IMA funds. The additional funds will be used to hire part-time staff to fill vacant positions needed to complete the 2015-2016 school year, hire staff for AAE summer school program and the purchase of textbooks. IMA funds will be used to purchase computer hardware.

- A motion was made by Judge Paula Miller and seconded by Judge Amber Givens-Davis to approve Budget Amendment # 2, as presented, the additional allocation of \$145,000 for Title part A and \$4,600 from IMA funds. The additional funds will be used to hire part-time staff to fill vacant positions needed to complete the 2015-2016 school year, hire staff for AAE summer school program and the purchase of textbooks. IMA funds will be used to purchase computer hardware. The motion was unanimously approved.

R. Senate Bill 507 – Request to Purchase Video Cameras

It was recommended the Academy for Academic Excellence Charter School Board approve the request to purchase nine video cameras to comply with Senate Bill 507. The projected cost is not to exceed \$9,000.00 for special equipment (8610) to be paid from State Aid (7500).

- A motion was made by Commissioner John Wiley Price and seconded by Judge Amber Givens-Davis to approve the request to purchase nine video cameras to comply with Senate Bill 507. The projected cost is not to exceed \$9,000.00 for special equipment (8610) to be paid from State Aid (7500). The motion was unanimously approved.
- Point of Information – Questions rose about the cost and Dr. Smith stated the cost will be confirmed with IT and Facilities.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to recess as the Academy of Academic Excellence Charter School Board. The motion was unanimously approved.
- A motion was made by Commissioner John Wiley Price and seconded by Judge Ken Molberg to reconvene as the Dallas County Juvenile Board. The motion was unanimously approved.

VIII. Executive Session – Juvenile Department

Judge Cheryl Lee Shannon called to order for Executive Session for Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076. The Executive Session was called out at 5:55 p.m. Judge Cheryl Lee Shannon stated there was no action required for Action Items M and N.

- Judge Cheryl Lee Shannon, Chairman, stated the Juvenile Board had no further matters to be considered. The meeting was adjourned at 6:00 p.m., following a motion by Commissioner John Wiley Price seconded by Judge Paula Miller. The motion was unanimously approved. Meeting adjourned.



PUBLIC COMMENTS

IV



DISCUSSION ITEMS

V



DISCUSSION

ITEM

A.

DIRECTOR'S REPORT

May 2016

The Juvenile Department recognized outstanding departmental employees for May 2016: **DCJD Employee of the Month:** Detention Center, Juvenile Supervisor Officer Tyrone Hugue.

PROBATION SERVICES DIVISION

Mr. Ryan Bristow was selected as the new Assistant Supervisor for the Special Needs Units. Mr. Bristow brings many years of experience with multiple juvenile justice agencies. He brings specific experience in the field of special needs from Travis County. The experience he possesses will be an asset to the Department and the Specialty Units. Mr. Fernando Mendoza was selected to fill the Assistant Supervisor position for the Placement Services Unit. Mr. Mendoza also brings multiple agency experience to his new position. He brings specific experience related to Placement Services. Mr. Mendoza's innate leadership skills and professionalism have assisted him in developing meaningful working relationships and a positive rapport with youth and families. We look forward to working with both Mr. Bristow and Mr. Mendoza in their new role.

FIELD SERVICES – CY 2016

	May	YTD
Probation Caseload	1282	1239*
New Probationers	105	532
Review Hearings	135	831
Delinquent Conduct	28	97
Technical Violations	38	144
Pre-Adjudicated	533	2774
PAIS	153	650
Total Caseload	1968	9620

* Average

Community Service Restitution (CSR) Update:

In May 2016, one hundred and fifty-one (151) youth completed a total of five hundred and forty-two (542) Court Ordered CSR hours at various approved CSR sites in Dallas County. Supervised Community Service Restitution projects were held at the City of Dallas, Pleasant Oaks Recreation Center "Cinco De Mayo Celebration" and the North Texas Food Bank, resulting in the completion of forty-nine (49) CSR hours by thirteen (13) youth.

PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION

Psychology staff referred **59** youth for psychiatric services during May. A total of **59** psychiatric consultations were performed with **37** of those being follow-up consultations. Of the **22** initial psychiatric consultations performed: **12** resulted in no medication being prescribed, **3** had already been prescribed psychotropic medications and continued those, **1** youth was already prescribed psychotropic medication and the medication was discontinued and **6** were started on medication.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

Summer is rolling in and we are preparing! We are excited about introducing to our youth "Making Proud Choices" (sponsored by NTARupt and Planned Parenthood) along with the GED Preparation program that will give our 16-year and 17-year olds who are in the 6-8th graders an opportunity to take the GED preparation classes.

Our goal this year is to inspire our youth to Change Their Thoughts and Change Their Lives! We have altered placement of our volunteers to ensure that all of our youth have an opportunity to participate in the various spiritual enrichment and life and social skill programs. We are determined for our youth to experience Change in 2016.

Volunteer Programs and Resident's Activity:

Total Volunteers/Hours for May 2016: Volunteers: 78 Hours: 250

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: ALERT Ministries – Robot Wars Computer Programming; Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work Traffick911 – TRAPS (Traps of a Trafficker).

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: 0 residents

May Special Programs/Events:

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

- Seasons of Grey
- To Save A Life

Friday Night Socials – made possible by Covenant Church Juvenile Ministry

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

MARZELLE C. HILL TRANSITION CENTER

Program Updates: The youth continue to participate in weekly Art Expression, which they enjoy. We have established a daily goals and reflection group for the youth lead by the JSO staff.

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 weekends.

DETENTION CENTER			
<i>Detention</i>	April	May	YTD
Admissions	251	251	1229
Releases	250	220	1176
ADP	160	185	172
ALOS (days)	21	19.0	20.3
Detention Hearings	463	518	2565
TJJD/Placement Trips	13	13	57
Local trips	49	88	328
Youth transported	56	61	1329
START			
Admissions	13	11	58
Releases	14	10	55
Successful	13	9	49
Unsuccessful	1	1	6
Administrative	0	0	0
ADP	33	31	31
ALOS	92.5	90.6	89.9

START PROGRAM			
Activity	April	May	YTD
Individual Counseling Sessions	221	193	1045
Family Counseling Sessions	21	20	84
Victim Impact Panel Participation	10	10	52
Participation in Family Training Sessions	48	44	217
Family Training Sessions	7	8	39
Case Staffing	34	32	172
Probation Officer Participation in Case staffing	100%	96.8%	92.76%

Medical Services:

There was 1 medical issue during May 2016. K.B. went to Children’s Hospital for 3 days to stabilize symptoms related to his Sick Cell. Youth at this time is back at Hill Center and stable with regards to his illness.

HILL CENTER			
	Apri	May	YTD
Admissions	27	33	174
ADP	37	28	32
ALOS	37.6	35.6	28.7
Releases	35	28	161
Total Youth Served	63	61	194

Volunteer Services:

18 individuals provided a total of 41.5 hours of service.

MEDLOCK CENTER

New Initiatives:

Independent Ombudsman, Allen Wallace conducted an on-site visit on May 24th, collected data and interviewed staff and residents. The report revealed no Abuse, Neglect, and Exploitation situations reported by any of the children interviewed.

TJJD will conduct their annual Fiscal Year 2016 On-Site Monitoring Visit for Texas Administrative Code Chapters 343 and 344 during the week of June 13th through June 17th.

Residents are preparing for another round of mandated State testing.

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. Our annual “Field Day” activities were held on May 26th. The youth participated in a variety of games and were treated to pizza.

Medical Services: Fifteen (15) youth were transported to Dr. Jerome McNeil Detention Center for routine dental care. Five (5) youth were transported to Parkland Hospital and one (1) youth was transported to his Podiatrist appointment. One (1) youth was transported to the Juvenile Department for Psychological/Psychiatric services.

MEDLOCK CENTER			
	April	May	YTD
Admissions	5	2	22
Released	10	4	28
Successful	10	4	28
Unsuccessful	0	0	0
Administrative	0	0	0
ALOS	166.2	191.5	182.7
ADP	38	35	39
Total Youth Served	45	37	61
MEDLOCK STARS			
	April	May	YTD
Admissions	9	3	16
Releases	1	5	8
Successful	1	4	6
Unsuccessful	0	1	2
Administrative	0	0	0
ALOS (days)	260	344.0	333.3
ADP	27	28	24
Total Youth Served	31	33	36

TJJD Reports

On May 19th, Resident B.H. claimed he was physically abused as a result of a restraint. The allegation was unfounded and all required documentation was submitted to TJJD. On May 27th, Resident A.T. reported that Resident M.T. flashed him after getting out of the shower when he raised his shirt to prove he was wearing his personal shorts and “accidentally” exposed a little of his genitalia. This incident was reported to TJJD and assigned as a Serious Incident-Youth on Youth Sexual Conduct.

Staff

All JSO staff were trained in Suicide Prevention. The training was conducted by Dr. Stacey Paige, Dr. Daniel Davis, Dr. Maliti Zhawantae, Dr. Gregory Maxey, Ms. Taylor Dyson the facility’s Psychology team.

YOUTH VILLAGE

On May 16th the education staff hosted a “Victory through Vocation” Career Day event. Various speakers spoke to the residents regarding their experiences, professions, and career goals.

On May 24th, the Independent Ombudsman, Allen Wallace conducted an on-site visit. He collected data and interviewed staff and residents. According to Mr. Wallace’s verbal report, the visit went well with no areas of concern.

On May 26th the campus celebrated “Field Day” with residents and staff. Resident participated in board games, running events, and a basketball tournament. They were treated to pizza, juice and cookies.

YOUTH VILLAGE			
	April	May	YTD
Admitted	16	8	52
ADP	50	51	49
Total Youth Served	64	68	97
Releases	11	7	43
Successful	9	4	32
Unsuccessful	2	2	7
Administrative Rel.	0	1	4
ALOS	203	201.3	200

Off Campus:

Three (3) residents were transported to participate in a Café Momentum Pop-Up Dinner/Work program. Six (6) residents were transported to the Juvenile Detention Center for dental care. Two (2) residents were transported to Parkland Hand Center for follow up appointments. One (1) resident was transported for X-rays at Parkland Hospital.

Volunteer /Intern Hours:

Five (5) individual volunteers provided sixty-five (65) hours. Two (2) chaplains provided four (4) hours of service. Thirteen (13) Group program volunteers provided one-hundred-nine (109) hours of service for a total one hundred seventy-eight (178) volunteer hours.

Speaker Program:

Eugene Mosley provided mentoring services through motivational speaking.

Training:

All JSO staff were trained in Suicide Prevention. The training was conducted by Dr. Stacey Paige, Dr. Daniel Davis, Dr. Maliti Zhawantae, Dr. Gregory Maxey, Ms. Taylor Dyson the facility’s Psychology team.

Religious Programs:

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

Account of Reportable Injuries:

On May 14th Resident N.C. was injured during a large muscle activity while attempting to catch a football. He was transported to Parkland Hospital where he was diagnosed and treated for a dislocated finger.

Escape/Furlough:

On May 6th Resident D.A. absconded from the facility. He was returned to Detention Center on the same day and he has been ordered to placement at Medlock Center.

LETOT CENTER

Community Initiatives:

Non-Residential Services received 39 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. Three (3) youth and their families attended ESTEEM Court during the month. One (1) youth began services, one (1) youth graduated and one (1) youth was referred during the month of May. Aim, Functional Family Therapy, and Clinical Staff have been providing services. Aftercare services are also being provided for the girls who have completed the program. On May 20, 2016, an ESTEEM outing was hosted for the girls and their families at Jason's Deli and a game of miniature golf at Speed ZoneOne.

<i>LETOT CENTER</i>			
Residential	April	May	YTD
Admissions	19	21	86
Releases	17	21	82
ADP	22	22	20
ALOS	27.2	38.9	37.8
Total Youth Served	41	45	106
Intake/Orientation			
Admissions	59	75	311
Releases	60	74	310
ADP	3	2	2
ALOS	0.5	0.6	1.3
Total Youth Served	63	76	312

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 others to 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 the support they have to change the problem.

Medical Services:

Residential: Health Screens – 18, Call Backs – 3, Doctor's visits -10

Volunteer Services:

Faith-Based Volunteers: worship and religious study – 7 volunteers, 4 hours; Life Skills Volunteers: visiting and teaching - 41 volunteers, 43 hours; Special Events: 0 volunteer, 0 hour.

Clinical Services:

In the Residential Unit, Clinical Services held four process groups with male youth (12 residents) and eight process groups with female youth (22 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 allowed the Clinical team to staff the residents cases, provide consultation, and conduct crisis screens as needed.

LETOT RESIDENTIAL TREATMENT CENTER

The Letot Foundation is currently helping with summer activities for the residents.

Residential Services:

Drug Education: Provided by the Dallas County Juvenile Department's Substance Abuse Unit.

<i>Letot RTC</i>			
Residential Treatment	April	May	YTD
Admissions	3	2	12
Releases	3	0	9
ADP	14	16	15
ALOS	244	0	156
Total Youth Served	18	17	26

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

Volunteer Groups:

Big Thought: Residents participated in a photography class learning the art of taking photos and how to use a camera.

Epic Yoga: Residents participate in yoga once a week to engage in the physical, mental, and spiritual practice of relaxing.

St. John's Church: Residents are able to participate in Bible study and religious activities if they choose.

Enrichment Programs:

Culinary Arts Program:

Opportunity to earn "Servsafe Food Handlers" certificate, possible internship at Café Momentum upon release. Two residents earned their "ServSafe Food Handlers" certification.

Phase 3, Four Residents were able to participate in a Café Momentum event off-campus at the Café Momentum Restaurant. Phase 3 culinary participants prepared refreshments for the Letot 1st Annual Fashion Show.

Special Event:

All residents were able to participate in the Letot RTC 1st Annual Fashion Show.

All residents were able to go to Dillard's Clothing Store to select two outfits.

Medical Services:

Residential: Health Screens – 0, Call Backs – 0, Doctor's visits – 7

Volunteer Services:

Faith-Based Volunteers: worship and religious study – 1 volunteer, 4 hours; Life Skills Volunteers: visiting and teaching -3 volunteers, 4 hours; Special Events: 0 volunteers, 0 hours.

Yoga group: All residents participated in bi-weekly yoga groups. These groups were conducted by our volunteer yoga instructor, Ms. Laura Fonville. As the girls participate in yoga, they will learn grounding techniques that will help them re-connect with their bodies and feel a sense of safety and self-efficacy.

Clinical Services:

All residents received weekly individual therapy (total of 88.75 hours in the month of May). The girls also received daily group therapy (art, coping skills, girl empowerment, and process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted six art groups this month. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Six 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. Ten girl empowerment groups were conducted. The girls also participated in process groups to improve communication, regulate emotions, and strengthen interpersonal skills.

Family therapy was also provided to 13 residents (17 client-contact hours). The clinical team also provided crisis intervention (36 client-contact hours) and clinical rounds (77 client-contact hours). Clinical rounds consist of each clinical team member engaging with the youths, checking in, and providing support throughout the day.

Five of the fourteen residents also received one week of substance abuse education groups. These groups are conducted by Ms. Roshunda Hartfield.

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

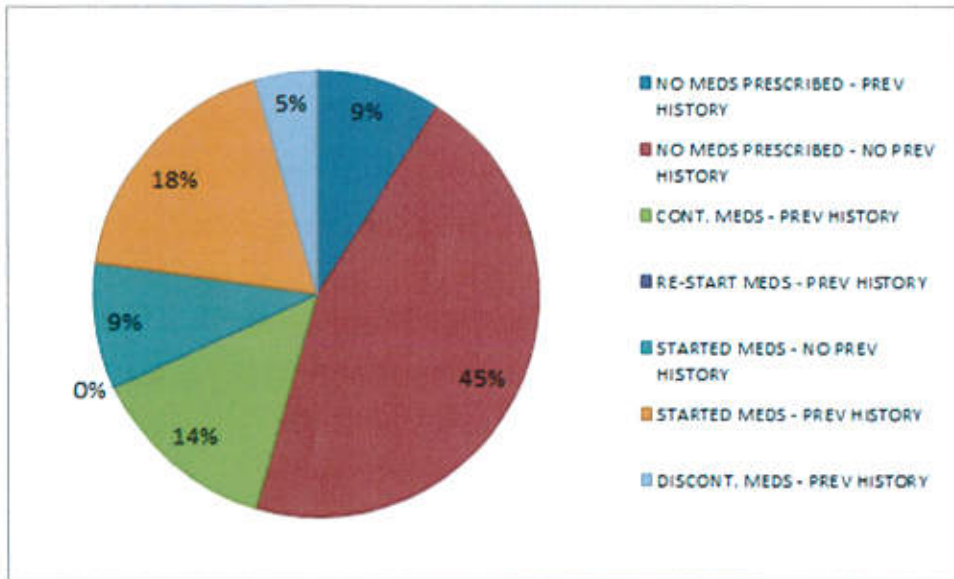
Youth With Faces has been providing enrichment programs to the girls. All 17 girls participated in Culinary Art, twice a week.

		May 2016 Detentions																					Total Detentions													
		Alleged Delinquent Behavior										Alleged CINS Behavior							Other Detentions																	
		Alleged Delinquent Behavior										Alleged CINS Behavior							Other Detentions																	
		Felonies										Class A & B Misdemeanors		Violation of Court Order		Status Only			Other than Status Only				Other Detentions													
		Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	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	Total Detentions			
Male		2	14	10	17	0	7	17	2	3	6	3	32	10	12	15	18	0	33	79%	0	0	0	0	0	0	0	0	0	0	0	1	100%	205	82%	
Female		0	2	4	6	0	1	2	0	1	1	17	17%	0	9	5	0	2	0	9	21%	0	2	0	0	0	0	0	2	100%	0	0	46	18%		
		98										42		2		1				251																
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		
Asian		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Black		1	10	9	16	0	2	11	2	0	5	0	56	57%	1	16	4	7	14	0	19	45%	0	1	0	0	0	0	1	50%	0	1	100%	127	51%	
Hispanic		1	5	5	6	0	5	7	0	3	1	4	37	38%	2	22	5	7	10	4	21	50%	0	0	0	0	0	0	0	0	0	0	0	0	108	43%
White		0	1	0	1	0	1	1	0	0	1	0	5	5%	0	3	2	1	0	2	2	5%	0	1	0	0	0	0	1	50%	0	0	16	6%		
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		
		98										42		2		1				251																
10 Years Old		0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1%	
11 Years Old		0	4	0	0	0	0	0	0	0	0	0	4	4%	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	2%	
12 Years Old		0	0	0	3	0	0	1	0	0	0	0	4	4%	0	4	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	5%	
13 Years Old		0	1	2	4	0	0	3	0	0	1	0	11	11%	0	6	3	1	0	2	6	14%	0	0	0	0	0	0	0	0	0	0	0	29	12%	
14 Years Old		0	6	2	5	0	2	3	0	0	1	1	20	20%	0	12	3	1	2	2	5	12%	0	1	0	0	0	0	1	50%	0	0	46	18%		
15 Years Old		0	2	3	5	0	3	4	1	1	4	3	26	27%	1	10	4	6	4	7	13	31%	0	0	0	0	0	0	0	0	0	0	0	71	28%	
16 Years Old		1	1	7	6	0	3	8	1	1	1	0	29	30%	2	7	2	4	10	7	10	24%	0	1	0	0	0	0	1	50%	0	1	100%	73	29%	
17+ Years Old		1	1	0	0	0	0	0	0	0	1	0	3	3%	0	0	1	0	1	0	8	19%	0	0	0	0	0	0	0	0	0	0	13	5%		
		98										42		2		1				251																

250 youth accounted for the 251 total detentions.

PSYCHIATRIC CONSULTS COMPLETED - 2016													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	YTD
1. Total Reports Requested	88	155	111	131	96								485
2. Total Consultations (<i>actual reports received</i>)	56	61	42	97	59								256
A. Initial Consultations	28	32	19	29	22								108
B. Follow-Up Consultations	28	29	23	68	37								148
3. Total Number of Youth Receiving Consultations	55	60	42	92	59								249

INITIAL CONSULTATIONS - PSYCHIATRIC MEDICATION RESULTS - 2016													
TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
1. No Medication Prescribed	17	19	10	22	12								68
2. Medication Discontinued	1	1	1	2	1								5
3. Continued on Medication	6	8	4	4	3								22
4. Started on Medication	4	4	4	1	6								13



NO MEDS PRESCRIBED - PREV HISTORY -	2
NO MEDS PRESCRIBED - NO PREV HISTORY -	10
CONT. MEDS - PREV HISTORY -	3
RE-START MEDS - PREV HISTORY -	0
STARTED MEDS - NO PREV HISTORY -	2
STARTED MEDS - PREV HISTORY -	4
DISCONT. MEDS - PREV HISTORY -	1



DISCUSSION

ITEM

B.

Director's Report Juvenile Justice Alternative Education Program (JJAEP): May 2016

JJAEP participated in the Parent Academy on Saturday, May 14th. Sixty-two (62) families and thirty-five (35) staff members attended. Vendors such as Bear Creek Dental, the Fire Department, Dallas County Health and Human Services, were there to offer support to the families who attended. Activities such as basketball, video arcade, and board games were set up for parents and students to participate in as well as drawings for prizes for students and parents alike.

JJAEP had the most representation at the May Parent Academy.

JJAEP closed the year with only one student recidivating. The hard work of the staff is definitely worth noting.

STAAR testing occurred for all grade levels. The students were focused on doing their best.

JJAEP had ten (10) students exit the program who met State graduation requirements and graduated from their home campuses/Districts.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT				
Student Enrollment as of :	5/31/2016	Total Enrollment:	93	
Students on Probation/Spv.:	51	54.84%		
OFFENSE STATUS				
Disc.:	34	36.56%	Mand.:	58 62.37% Plmt.:
				1 1.08%
DEMOGRAPHICS				
Category		Category		
GENDER		DISTRICT	Number	Percent
Male	Female	CFB-904	4	4.30%
81	19	CHISD-904	2	2.15%
	87.10%	Coppell-992	3	3.23%
	20.43%	Desoto-906	3	3.23%
GRADE	Number	DISD-905	17	18.28%
3	0	Duncanville-907	14	15.05%
4	0	Garland-909	12	12.90%
5	1	GPISD-910	4	4.30%
6	5	HPISD-911	0	0.00%
7	7	IRVING-912	10	10.75%
8	27	Lancaster-913	5	5.38%
9	21	Mesquite-914	14	15.05%
10	16	RISD-916	5	5.38%
11	8	Sunnyvale-919	0	0.00%
12	8			
	93		93	100.00%
	100.00%			
AGE	Number	Percent	ETHNICITY	Number
10	0	0.00%	African American	36
11	1	1.08%	Asian	1
12	5	5.38%	Caucasian	9
13	14	15.05%	Hispanic	47
14	17	18.28%	Native American	0
15	24	25.81%		93
16	13	13.98%		100.00%
17	13	13.98%		
18+	6	6.45%		
	93	100.00%		
OFFENSE DESCRIPTIONS				
		Number	Percent	
D-12	Serious Misbehavior	18	19.35%	
D-14	Misdemeanor Drugs	3	3.23%	
D-15	Felony Criminal Mischief	0	0.00%	
D-16	Court/County Placement	0	0.00%	
D-17	Assault Against Employee	6	6.45%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)	1	1.08%	
D-19	False Alarm/Terroristic Threat	4	4.30%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary	2	2.15%	
M-01	Weapons/Firearms	8	8.60%	
M-02	Weapons other than Firearm	17	18.28%	
M-03	Aggravated Assault	9	9.68%	
M-04	Sexual Assault	0	0.00%	
M-05	Aggravated Sexual Assault	0	0.00%	
M-06	Arson	5	5.38%	
M-07	Murder Offenses/Manslaughter	0	0.00%	
M-08	Indecency with a Child	0	0.00%	
M-09	Aggravated Kidnapping	0	0.00%	
M-10	Felony Drugs	18	19.35%	
M-11	Retaliation Against Any Employee	0	0.00%	
M-12	Aggravated Robbery	1	1.08%	
P-16	Court Placement	1	1.08%	
		93	100.00%	
DETENTION; PLACEMENT or WARRANTS:		2	2.15%	
SPECIAL EDUCATION STUDENTS:		18	19.35%	
Avg. Daily Attendance:	59	81.58%	Cum. SY Daily Attendance:	58 81.50%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2015-2016 School Year

The month of May began with 100 students and ended with 93 students enrolled to attend the Dallas County's JJAEP. On average, there were 59 or 81.58% of the students attending on any given day in May. Of the 93 students enrolled at month end, there were 34 discretionary referrals; 1 placement; and 58 mandatory referrals.



ACTION ITEMS

VI



ACTION ITEM

C.



**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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: FY2017 Juvenile Department Budget

BACKGROUND

The Juvenile Department has used financial estimates based on past expenditures/historical trends, statutory requirements, Juvenile Court mandates (ie: residential placement), community agency provider costs, and instructions provided by the Dallas County Budget Department to develop the FY2017 Budget. The purpose of this briefing is to highlight key components and provide an explanation of the impact these items will have on the budget.

REFERRAL HISTORY

Total referrals to the Juvenile Department in 2015 were 5,983. This represents a 5.6% decline from 2014, when we had 6,339 total referrals. Felony referrals decreased by 2.4% and Misdemeanor referrals decreased by 13.6%. Children In Need of Supervision (CINS) referrals increased by 20.2% and Violations of Probation (VOP's) increased by 3.6% from last year. The pattern for 2015 reflected a slight trend of decreasing or flat referrals for most offense types, except with regard to felony theft referrals (up 18%), other misdemeanor property referrals (up 19%), and runaway referrals (up 7%).

DETENTION

The Detention population for 2015 averaged 157 youth per day, compared to 167 per day in 2014. The Average Length of Stay (ALOS) for youth in the Detention Center in 2015 was 19.6 days, which was virtually the same average amount of time as in 2014, when it was 19.8 days.

CONTRACT RESIDENTIAL PLACEMENT AND COMMITMENTS TO TJJD

The Average Daily Population (ADP) for Contract Placement in 2015 was 69, which is a significant decrease from the 2014 ADP of 95. This continues our recent efforts to minimize the usage of contract placements in other counties throughout Texas or out of state. Factors influencing this reduction include the Department's commitment to utilizing Dallas County facilities whenever possible if able to meet the needs of placement youth; and the judiciary's support in keeping Dallas County youth "closer to home" when making placement dispositional decisions. It should be noted that although our contract placement numbers are lower, Texas adopted a rate increase for all levels of care in FY2016; which has resulted in the Juvenile Department having to pay higher costs for youth placed in contract facilities. This is even more reason to try to keep our placement youth in internal facilities operated by the Juvenile Department. Dallas County has also kept its TJJD commitment numbers to a very low amount compared to previous years. We committed only 47 youth to TJJD in 2015, as compared to 61 in 2014. For comparative purposes, Dallas County committed 351 youth to TJJD (then TYC) in 2006, and had 100 commitments as recently as 2011.

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

LEGISLATIVE

The Department is funded by the Commissioners Court, by State funds allocated through the Texas Juvenile Justice Department (TJJD), and by grants which we have been awarded. It is worth noting that TJJD has just implemented a new funding formula for the disbursement of their funds to Texas counties for the upcoming fiscal year which will result in a substantial decline in funding for Dallas County in the amount of approximately \$212,000. This new funding formula was voted on and approved by the TJJD Board of Directors on May 20, 2016 to take effect for FY2017.

REVENUES

Revenue received from Title IV-E claims has totaled \$105,048 as of June 2016. This figure stands to increase somewhat as more claims are submitted and approved throughout the rest of the year. However, due to lower residential placement numbers and the fact that many of our claims have not yet been processed, anticipated additional revenue projections will likely be modest.

The Department does anticipate additional revenue in FY2017 if we contract out some of our own pre- and post-adjudication beds, in part to comply with the regionalization efforts of TJJD as mandated in SB1360. These strategies have not yet been initiated, so an accurate projection of revenue to be gained is not available at this time.

BUDGET REQUEST

The Juvenile Department recommends that the proposed FY2017 County General Fund budget be established at \$52,044,913. This represents an overall increase of \$2,804,831, or approximately 5%, from the allocated FY2016 approved budget. The Juvenile Department recommends that the proposed total FY2017 budget, including State, Federal, and Grant funding, be established at \$71,295,267. This represents an approximate 3% increase from the FY2016 approved budget. Almost all (88%) of the requested funding increase is due to the County’s decision to provide for a 6% increase for employees as indicated by the Budget Director Mr. Ryan Brown. Requests for operational funding increases have been kept to a minimum, and in some cost centers have even declined.

STRATEGIC PLAN COMPLIANCE

The current proposed budget for FY2017 conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is safe, secure, and prepared, as evidenced by the effective allocation of juvenile justice resources across Dallas County.

RECOMMENDATION

It is requested that the Juvenile Board approve the FY2017 budget request for the Juvenile Department for formal submission to the Dallas County Commissioners Court.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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 Juvenile Department's proposed FY2017 budget was presented for Juvenile Board approval; and

WHEREAS, it was prepared based on the recommendation of the County Budget Director to utilize a 6% salary increase for all Juvenile Department employees; and

WHEREAS, the proposed FY2017 Juvenile Department budget proposes a recommended amount of \$52,044,913 financed through the Dallas County General Fund, which represents an overall increase of \$2,804,831; or approximately 5% from the allocated FY2016 approved budget; and

WHEREAS, the proposed FY2017 Juvenile Department budget proposes a recommended total amount of \$71,295,267 when including State and Federal aid, and all Grant funding, which represents an approximately 3% increase from the allocated FY2016 approved budget; and

WHEREAS, upon approval, the Juvenile Department's FY2017 proposed budget request will be submitted for Commissioners Court approval through normal County procedures; and

WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3: *Dallas County is safe, secure, and prepared*, as evidenced by the *effective allocation of juvenile justice resources across Dallas County*.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board of Dallas County approves the Juvenile Department’s FY2017 budget request for submission to the Dallas County Commissioners Court.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



ACTION ITEM

D.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Dallas County Juvenile Justice Alternative Education Program Budget FY2017

Background of Issue:

The FY2017 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 which is made of representatives from the 14 Independent School Districts and Region 10 staff. The purpose of this briefing is to seek approval for the DCJJAEP FY2017 Budget.

Impact on Operations and Maintenance:

For the upcoming 2016-2017 school year, JJAEP Governance Committee members have relayed that their plan is to send approximately the same number of discretionary students to the JJAEP as the 2015-2016 school year. The budget is created based on 75 students. Based on communication, revenue has been projected at \$1,337,250 to budget for an average daily attendance (ADA) of 75 students using the following rates: mandatory expulsions at \$86 per diem and discretionary expulsions at \$103.58 per diem. Funding is based upon students actually present each day (daily attendance) and is not necessarily based upon student enrollment.

The following are key components of the FY2017 budget.

- Food services being provided by the Dallas Independent School District via the National School and Breakfast Lunch program, indicating that no expenses are incurred by the JJAEP, as any students not identified as "free" lunch are funded by the Region 10 Educational Service Center (No Cost).
- Continued use of the TEKS-Resource System - a comprehensive curriculum management system that supports all TEKS required by the state (line item 2095).
- Educational supplies, including assessment materials to assist with evaluation and placement of students with learning differences (line item 2950).
- Continued use of the school administrative software application (TxEIS) and support offered by Region 10 Educational Service Center to assist with the required Texas Education Agency Public Education Information Management System to provide information on district organization, finances, staff, and students as it integrates student and business systems to maintain compliance with state and federal reporting and accountability requirements (line item 2095).
- Continuation of Contracted special education consultation services to ensure compliance with the Memorandum of Understanding with the 14 Independent School Districts, and Region 10 Education Service Center (line item 5590).
- Continuation of services with Parkland Nurses (line item 5590).

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

- Professional development, including but not limited to the Texas Association of Alternative Educators Conference and Texas Juvenile Justice Department (TJJD) recommended trainings (line item 2460).
- Continuation of annual maintenance services renewal with Scantron to score the mandatory State test for students (line item 2670).
- Continuation of services with Dallas Area Rapid Transit to allow daily bus passes for students to ride DART (line item 5140).
- Continuation of lease agreement with Sealy (line item 7010).
- Continuation of services with EPS (line item 2150).
- Continuation of services with Edmentum (line item 2150).
- Utilize Instructional Materials Allotment (IMA) Funds to support instructional needs.

Approval of the Dallas County Juvenile Justice Alternative Education Program's budget will provide the authorization required to process the ongoing daily expenditures needed to operate the JJAEP. Authorized budgets are designed to accurately communicate planned expenditures.

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:

The FY2017 JJAEP Budget has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

Complies with spending guidelines and policies.

Project Schedule/Implementation:

The proposed budget will be implemented on September 1, 2016, and be in effect until August 31, 2017.

Recommendation:

It is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY2017 Budget as presented.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX

DATE: June 27, 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 27th day of June 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 FY2017 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 which is made of representatives from the 14 Independent School Districts and Region 10 staff. The purpose of this briefing is to seek approval for the DCJJAEP FY2017 Budget; and

WHEREAS, for the upcoming 2016-2017 school year, JJAEP Governance Committee members have relayed that their plan is to send approximately the same number of discretionary students to the JJAEP as the 2015-2016 school year. The budget is created based on 75 students. Based on communication, revenue has been projected at \$1,337,250 to budget for an average daily attendance (ADA) of 75 students using the following rates: mandatory expulsions at \$86 per diem and discretionary expulsions at \$103.58 per diem. Funding is based upon students actually present each day (daily attendance) and is not necessarily based upon student enrollment.

The following are key components of the FY2017 budget:

- Food services being provided by the Dallas Independent School District via the National School and Breakfast Lunch program, indicating that no expenses are incurred by the JJAEP, as any students not identified as "free" lunch are funded by the Region 10 Educational Service Center (No Cost).
- Continued use of the TEKS-Resource System - a comprehensive curriculum management system that supports all TEKS required by the state. (line item 2095).
- Educational supplies, including assessment materials to assist with evaluation and placement of students with learning differences (line item 2950).

- Continued use of the school administrative software application (TxEIS) and support offered by Region 10 Educational Service Center to assist with the required Texas Education Agency Public Education Information Management System to provide information on district organization, finances, staff, and students as it integrates student and business systems to maintain compliance with state and federal reporting and accountability requirements (line item 2095).
- Continuation of Contracted special education consultation services to ensure compliance with the Memorandum of Understanding with the 14 Independent School Districts, and Region 10 Education Service Center (line item 5590).
- Continuation of services with Parkland Nurses (line item 5590).
- Professional development, including but not limited to the Texas Association of Alternative Educators Conference and Texas Juvenile Justice Department (TJJD) recommended trainings (line item 2460).
- Continuation of annual maintenance services renewal with Scantron to score the mandatory State test for students (line item 2670).
- Continuation of services with Dallas Area Rapid Transit to allow daily bus passes for students to ride DART (line item 5140).
- Continuation of lease agreement with Sealy (line item 7010).
- Continuation of services with EPS (line item 2150).
- Continuation of services with Edmentum (line item 2150).
- Utilize Instructional Materials Allotment (IMA) Funds to support instructional needs; and

WHEREAS, approval of the Dallas County Juvenile Justice Alternative Education Program’s FY2017 budget will provide the authorization required to process the ongoing daily expenditures needed to operate the JJAEP. Authorized budgets are designed to accurately communicate planned expenditures; and

WHEREAS, the 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 request complies with spending guidelines and policies; and

WHEREAS, the proposed budget will be implemented on September 1, 2016, and be in effect until August 31, 2017; and

WHEREAS, it was recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY2017 Budget as presented.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2017 Budget as presented.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016

TO: Dallas County Juvenile Board

FROM: Dr. Terry S. Smith, Director

SUBJECT: Renewal Application to Continue Participation in the USDA National School Lunch/Breakfast Program for school Year 2016-2017

Background:

The Dallas County Juvenile Department has participated in the National School Lunch/Breakfast Program (NSLP) for a number of years. The Texas Department of Agriculture Food Nutrition Division (TDA) currently administers this program, and by participating in this program Dallas County receives reimbursement for a portion of the cost of breakfasts and lunches served at the Juvenile Department's six residential facilities. Since December of 1999 we have also participated in the After School Care Snacks Program, a component of the NSLP. The purpose of this brief is to seek approval of the annual renewal for Dallas County's participation in the National School Lunch/Breakfast Program for the school year 2016-2017. The renewal does not require the County Judge's signature as Dallas County's official representative; his signature is on the original contract in May 2009 which is currently in effect.

Impact on Operations:

The National School Lunch/School Breakfast program is a federal program reimbursing schools and residential child care institutions for a portion of the cost of providing meals to low-income children. In Texas, the Texas Department of Agriculture administers participation by independent school districts and residential child care institutions. The Juvenile Department's participation as a residential child care institution allows it to recoup part of the costs of meal service at its six residential facilities for the meals provided by the Dallas County Sheriff's Department Central Kitchen.

Compliance with the guidelines of this program requires additional efforts from the Sheriff's Department Central Kitchen staff who provide all the meals, Juvenile Department staff, and Dallas County Auditor's staff. Audits of the NSLP program and needed documentation require production records and nutritional information records beyond those needed in jail food service operations. The Sheriff's Department and each of the Juvenile Departments six residential facilities maintain documentation associated with their meal production.

Strategic Plan Compliance:

Participation in the National School Lunch/Breakfast Program complies with the Vision 2.b; Network with County cities and regional partners to increase operational efficiency.

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

214-698-2200 Office

214-698-5508 Fax

Financial Impact:

During the 2016-2017 school year, we expect this program to generate revenue in excess of \$903,200 in reimbursement to Dallas County's General Fund for eligible meals provided to children in the six Juvenile Department residential facilities.

Legal Impact:

During contract year 1999-2000, a revised contract format introduced an open-ended expiration date, contingent on neither party terminating the agreement, and our submission of a renewal agreement. The contract was redesigned in 2001, and again in 2006. Absent any of the reasons listed in the agreement, there is no expiration date. Ms. Denika Caruthers, Administrative Legal Advisor, has reviewed the current renewal documents.

Recommendation:

The Juvenile Department recommends the Dallas County Juvenile Board approve the annual renewal application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2016 through June 30, 2017. It is also recommended that the Dallas County Juvenile Department's Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, and that the Dallas County Judge and the Juvenile Department's Business Manager be identified as authorized alternate representatives.

Recommended by:


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

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

Permanent Agreement 01219 Dallas County Juvenile Department

Bonnie Bennett [Bonnie.Bennett@TexasAgriculture.gov]

Sent: Thursday, August 15, 2013 9:29 AM

To: Rhonda Gilliam

Attachments: Permanent Agreement 01219 ~1.pdf (2 MB)

Dear Ms. Gilliam,

I have attached a signed and executed copy of the permanent agreement between Dallas County Juvenile Department and the Texas Department of Agriculture. This agreement is still in effect. It is between agencies and the signing officials were authorized to sign the agreement between the agencies.

Thank you, Bonnie

Bonnie Bennett
Administrative Assistant
Food and Nutrition Division
Texas Department of Agriculture
512-463-2434
bonnie.bennett@TexasAgriculture.gov
<http://TXUNPS.TexasAgriculture.gov>

754301300
Dallas

AL 517109

**TEXAS DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION DIVISION**

PERMANENT AGREEMENT

057-2004
County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,
Summer Food Service Program, Child and Adult Care Food Program and
Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and Dallas Co. Juvenile Dept. hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.
DEFINITIONS**

For purposes of this Agreement:

"Contractor" shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

"School nutrition programs" shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

BOP
JPS

**II.
PROGRAM DESIGNATION**

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- National School Lunch Program including:
 - Afterschool Care Program
 - Seamless Summer Option
 - Fresh Fruit and Vegetable Program
- School Breakfast Program
- Summer Food Service Program
- Child and Adult Care Food Program
 - Adult Day Care Centers
 - Child Care Centers
 - Day Care Homes
- Special Milk Program

**III.
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT**

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;
 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K; as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.
- D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:
1. Operate a nonprofit food service during the period specified, as follows:
 - a. From May through September for children on school vacation;
 - b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
 2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
 3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
 4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
 5. Issue a free meal policy statement in accordance with §225.6(c);
 6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);
 7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
 8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;
 9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
 11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
 12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
 13. Have access to facilities necessary for storing, preparing, and serving food;
 14. Maintain a financial management system as prescribed by the State agency;
 15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
 16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
 17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
 18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
 19. Retain final financial and administrative responsibility for its program.
 20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.
- E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
 2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
 3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FSNRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

IV. TDA CLAIMS PAYMENT

- A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.
- B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

V. STATE AUDITOR'S OFFICE

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**VI.
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.
TERM AND TERMINATION**

- A. This Agreement shall take effect on April 10, 2009, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
 2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

**IX.
AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY
MEMORANDA, AND GUIDANCE**

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

**X.
SEVERABILITY**

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**XI.
SIGNATURES**

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

CONTRACTOR

Dallas County Juvenile Dept.
Name of Contracting Organization
(Please print or type)

By: Michael K Griffiths
Signature of the
official who has been authorized to sign
contracts on behalf of the contracting organization.

Michael K. Griffiths
Name of Official Signing
(Please print or type)

Director of Juvenile Services
Title of Official
(Please print or type)

Date: April 10, 2009

TEXAS DEPARTMENT OF AGRICULTURE

By: Diane Bottoms
TDA Representative

Date: May 12, 2009

Revised January 2009

EXHIBIT A
SCHEDULES A-K
(Applicable to NSLP/SBP/SMP only)

Schedule A: Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

Schedule B: School Breakfast Pattern for Traditional Food Based Menu Planning

Schedule C: School Breakfast Pattern for Enhanced Food Based Menu Planning

Schedule D: School Lunch Pattern for Enhanced Food Based Menu Planning

Schedule E: School Lunch Pattern for Traditional Food Based Menu Planning

Schedule F: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

Schedule G: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

Schedule H: Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

Schedule I: Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule J: Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule K: Afterschool Care Program Meal Pattern

RETURN TO STATE OFFICE

Barbara Roberts
 School Food Authority (SFA) Name

057-2004
 County/District# or Program#

Schedule A

- List all requested information for all schools/sites within the SFA in Section I.
- Be sure to use enrollment and total eligible data from the previous October 31. If additional space is necessary, please make a photocopy of this blank form.
- A copy of the completed Schedule A form will be returned to the SFA with the approved application/agreement so that it may be filed as a permanent record.
- Please see "Instructions for Completing the Schedule A Form".
- For public and charter schools, the Schedule A will need to be renewed every year online via the Child Nutrition Programs Information Management System (CNPIMS) internet application by an authorized representative.

PLEASE COMPLETE ALL COLUMNS

Column 1	Column 2	Column 3	Column 4	Column 5			
Campus Number	Names of Schools/Sites	Enrollment	Total Eligible Free + Reduced	Program Participation			
				NSLP	SBP	Snack	SMP
	Detention	666	666	X	X	X	
	Hill Transition Center	97	97	X	X	X	
	Letot Center	121	121	X	X	X	
	Medlock Center	116	116	X	X	X	
	Youth Village	101	101	X	X	X	
GRAND TOTALS:	No. of schools/sites:						

Texas Department of Agriculture
Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

Section I:

Column 1- Campus Number: For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

Column 2- Names of Schools/Sites: Please list the name of each school/site located in your SFA.

Column 3 - Enrollment: Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 4 - Total Eligible: For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 5 - Program Participation: For each school/site listed, please indicate with an "X" which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

Grand Totals - (Last Row): Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

Schedule B

School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	$\frac{1}{2}$ cup (4 fl oz)	$\frac{3}{4}$ cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	$\frac{1}{4}$ cup	$\frac{1}{2}$ cup	$\frac{1}{2}$ cup	A juice or fruit or vegetable that is a good source of Vitamin C
<i>Select one serving from each of the following components or two servings from one component:</i>				
Grains/Breads: One of the following or an equivalent combination: <ul style="list-style-type: none"> • Whole-grain or enriched bread • Whole-grain or enriched biscuit, roll, muffin, etc. • Whole-grain, enriched or fortified cereal. 	$\frac{1}{2}$ slice $\frac{1}{2}$ serving $\frac{1}{2}$ cup or $\frac{1}{3}$ ounce	$\frac{1}{2}$ slice $\frac{1}{2}$ serving $\frac{1}{2}$ cup or $\frac{1}{2}$ ounce	1 slice 1 serving $\frac{3}{4}$ cup or 1 ounce	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes. (whichever is less)
Meat/Meat Alternates: One of the following or an equivalent combination: <ul style="list-style-type: none"> • Lean meat, poultry or fish • Alternate protein products (APP) • Cheese • Large egg • Peanut butter or other nut or seed butters • Cooked dry beans/peas • Nuts and/or seeds • Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed) 	$\frac{1}{2}$ ounce $\frac{1}{2}$ ounce $\frac{1}{2}$ ounce $\frac{1}{2}$ egg 1 Tbsp. 2 Tbsp. $\frac{1}{2}$ ounce 2 ounces or $\frac{1}{4}$ cup	$\frac{1}{2}$ ounce $\frac{1}{2}$ ounce $\frac{1}{2}$ ounce $\frac{1}{2}$ egg 1 Tbsp. 2 Tbsp. $\frac{1}{2}$ ounce 2 ounces or $\frac{1}{4}$ cup	1 ounce 1 ounce 1 ounce $\frac{1}{2}$ egg 2 Tbsp. 4 Tbsp. 1 ounce 4 ounces or $\frac{1}{2}$ cup	No more than 1 ounce of nuts or seeds may be served in any one meal. Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.

**Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

Schedule C

School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
Milk (Fluid): As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup
<i>Select one serving from each of the following components or two from one component:</i>			
Grains/Breads*: One of the following or an equivalent combination: Whole-grain or enriched bread Whole-grain or enriched biscuit, roll, muffin, etc. Whole-grain, enriched or fortified cereal.	1/2 slice 1/2 serving 1/3 cup or 1/3 ounce	1/2 slice 1/2 serving 1/3 cup or 1/2 ounce	1 slice 1 serving 3/4 cup or 1 ounce (whichever is less)
Meat/Meat Alternates: Meat/poultry or fish *Alternate Protein Products (APP) Cheese Egg (large) Peanut butter or other nut or seed butters Cooked dry beans and peas Nuts and/or seeds (as listed in program guidance). ¹ Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed).	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1 ounce 1 ounce 1 ounce 1/2 egg 2 Tbsp. 4 Tbsp. 1 ounce 4 ounces or 1/2 cup
<i>Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.</i>			

¹No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

**Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

Schedule D

School Lunch Pattern for Enhanced Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternate Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz. = 50%	3/4 oz. = 50%	1 oz. = 50%	1 oz. = 50%	3/4 oz. = 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week ¹	1 cup	1/2 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day ¹	8 servings per week—minimum of 1 per day ¹	12 servings per week—minimum of 1 per day ^{1,2}	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day ^{1,2}
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

¹For the purposes of this chart, a week equals five days.

²Up to one grains/breads serving per day may be a dessert.

³USDA recommends whole milk for children 1-2 years of age.

*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

Schedule E

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the loads for the majority of children.

Food Components	Food Items	Minimum Quantities				Recommended Quantities
		Preschool		Grades K-3 ages 5-8 (Group III)	Grades 4-12 ages 9 & over (Group IV)	
		ages 1-2 (Group I)	ages 3-4 (Group II)			
Meat or Meat Alternate (quantity of the edible portion as served): A serving of one of the following or a combination to give an equivalent quantity: Alternate Protein Products Lean meat, poultry or fish Cheese Large egg(s) Cooked dry beans or peas Peanut butter or other nut or seed butters. Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed) Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be combined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds= 1 oz. of cooked lean meat, poultry or fish).	1 oz. 1 oz. 1 oz. 1/2 cup 2 Tbsp. 4 oz. or 1/2 cup 1/2 oz. = 50%	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 cup 3/4 cup 3 Tbsp. 6 oz. or 3/4 cup 3/4 oz. = 50%	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 1 1/2 cup 4 Tbsp. 8 oz. or 1 cup 1 oz. = 50%	3 oz. 3 oz. 3 oz. 1 1/2 cup 1 1/2 cup 12 oz. or 1 1/2 cup 1 1/2 cup 1 1/2 oz. = 50%	<ul style="list-style-type: none"> Must be served in the main dish or the main dish and only one other meat item. Alternate protein products (APP) sometimes referred to as vegetable protein products (VPP) and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirements. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use. 	
Vegetables or Fruits 2 or more servings from different sources of vegetables or fruits or both to total:	1/2 cup	1/2 cup	3/4 cup	3/4 cup	<ul style="list-style-type: none"> No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice. Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal. 	
Grains/Breads Servings of grains/breads: Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	5 per week minimum of 1/2 serving per day	8 per week minimum of 1 serving per day	8 per week minimum of 1 serving per day	10 per week minimum of 1 serving per day	<ul style="list-style-type: none"> Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal. NOTE: Food Buying Guide for Child Nutrition Programs provides the information for the minimum weight of a serving.	
Milk (As a beverage)	3/4 cup (6 fl. oz.)*	1/2 cup (5 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	<ul style="list-style-type: none"> Serve a variety of milk. USDA recommends whole milk for children 1-2 years of age. 	

Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements		
	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,3)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels
(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule H

Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool	Grades K-3	Grades 4-12	Grades 7-12
Energy Allowances/Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule I

Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1,2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1,3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule J

Optional Minimum Nutrient and Calorie Levels for School Breakfasts
Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule K

Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 Recommended	
Milk, fluid	1/2 cup	1/2 cup	1 cup	Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.	
Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.		
Yogurt	2 oz./1/4 cup	2 oz./1/4 cup	2 oz./1/4 cup		4 oz./1/2 cup
Egg	1/2	1/2	1/2		1/2
Juice or fruit or vegetable	1/2 cup	1/2 cup	3/4 cup		
Bread and/or cereal: Enriched or whole grain bread or	1/2 slice	1/2 slice	1 slice		
Cereal: Cold dry or cooked cereal grains	1/4 cup/1/2 oz. 1/4 cup	1/3 cup/1/2 oz. 1/4 cup	3/4 cup/1 oz. 1/2 cup		

Juice may not be served when milk is served as the only other component.

Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.

EXHIBIT B
CIVIL RIGHTS POLICY COMPLIANCE FOR
SCHOOL NUTRITION PROGRAMS
(NSLP, SBP and SMP)

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT C
CIVIL RIGHTS POLICY COMPLIANCE FOR
CACFP AND SFSP

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT D

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dallas County Juvenile Dept
Organization Name

Permanent Agreement
PR/Award Number or Project Name

Michael K. Griffiths
Name of Authorized Representative

Juvenile Services Director
Title

M. K. Griffiths
Signature

April 10, 2009
Date

Exhibit D (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties Lists System (EPLS).

Exhibit D (Continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Exhibit E (cont.)

Dallas County Juvenile Department

2600 Lone Star Drive

Dallas, Texas 75212

Name/Address of Organization

Michael K. Griffiths

Name/Title of Submitting Official



Signature

April 10, 2009

Date

EXHIBIT F
STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING

PROCUREMENT

Disclosure of Lobbying Activities

*Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See next page for public burden disclosure.)*

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): (Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p>	

Exhibit F (Cont.)

<p>11. Amount of Payment <i>(check all that apply)</i>:</p> <p>\$ _____ Actual _____ Planned</p>	<p>13. Type of Payment <i>(check all that apply)</i>:</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply)</i>:</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: Yes No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only: _____</p> <p>Reproduction of: _____</p> <p style="text-align: right;">Authorized for Local Standard Form - LLL</p>	

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

Exhibit F (cont.)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit G
Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
 - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
 - i) The term "Air Act" means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
 - ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
 - iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

Exhibit G (cont.)

- iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

April 10, 2009
(Date)

M. W. K. Miller
Signature of Authorized Representative, Bidder

Exhibit H

Schedule of Applicable Laws

1. Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
2. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.
3. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. Contractor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit D, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
5. Contractor has signed the Lobbying Certification, Exhibit E, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit F herein, or will complete and submit as required in accordance with its instructions included in Exhibit F.
6. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), Exhibit G, which is attached herein and is incorporated by reference and made a part of this Contract.



Juvenile Board Order

ORDER NO: 2016 -xxx

DATE: June 27, 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 27th day of June, 2016, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

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

Name	Name	Name
Name	Name	Name
Name	Name	Name

WHEREAS, Juvenile Board was briefed on June 27, 2016, regarding the Juvenile Department's request to apply for continued participation in the USDA National School Lunch/Breakfast Program (NSLP), for school year 2016-2017; and

WHEREAS, this request complies with the Dallas County Strategic Plan, specifically, Vision 2.b: *Network with County cities and regional partners to increase operational efficiency*; and

WHEREAS, the National School Lunch/Breakfast Program reimburses the County for a portion of the cost of breakfasts, lunches and dinners served at the Juvenile Department's six residential facilities; and

WHEREAS, the Dallas County Juvenile Department expects reimbursements in excess of \$903,200 for the school year 2016-2017; and

WHEREAS, During contract year 1999-2000, a revised contract format introduced an open-ended expiration date, contingent on neither party terminating the agreement, and our submission of a renewal agreement. The contract was redesigned in 2001, and again in 2006. Absent any of the reasons listed in the agreement, there is no expiration date. Ms. Denika Caruthers, Administrative Legal Advisor, has reviewed the current renewal documents.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the application to continue participation in the National School Lunch/Breakfast Program for the period July 1, 2016 through June 30, 2017.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Juvenile Department's Deputy Director of Institutional Services be designated as the School Food Authority and act as contract manager for the National School Lunch/Breakfast Program, and the County Judge and the Juvenile Department's Business Manager be identified as authorized alternate representatives.

DONE IN OPEN COURT MEETING this the 27th day of June, 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



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: June 27, 2016
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
SUBJECT: United States Department of Agriculture (USDA) Coordinator Position

Background of Issue:

For many years the Juvenile Department has contracted with the Texas Department of Agriculture (TDA) and its preceding entities to participate in the National School Lunch/Breakfast Program (NSL/BP), funded by the United States Department of Agriculture (USDA), which reimburses Dallas County a set amount of money for eligible meals served to the residents in our six residential facilities. The TDA administers the program in Texas for residential facilities, and enforces regulations delineated by the USDA. Traditionally, the Deputy Director of Institutional Services and/or the Business Manager have managed the program, by necessity delegating critical daily details to personnel at each residential facility.

The Juvenile Department is requesting permission to add the position of USDA Coordinator to oversee implementation of the program at the residential facilities. This position would be under the direct supervision of the Business Manager at the Dr. Jerome McNeil Jr. Juvenile Detention Center, and would work along with the Superintendents, Assistant Superintendents and relevant Sheriff Department's staff to ensure compliance with the program's relevant guidelines.

Impact on Operations:

The NSL/BP requires compliance with a multitude of regulations, one of which calls for maintenance of program records for several years after program year's end. These records include, but are not limited to, monthly menus (with any replacements/variations noted), daily production records, daily food temperature upon arrival to our facilities, daily refrigerator/freezer temperatures, attendance rosters, monthly claims, and many others. There's also a requirement to undergo a successful Health Department inspection twice per program year, provide initial and ongoing training to relevant staff, maintain appropriate kitchen and food storage procedures and many others. It is estimated the Department will receive over \$900,000 in reimbursement from the NSL/BP in 2016/2017.

Assigning a position to focus on compliance with program regulations will ensure better communication and understanding among all relevant parties, which in turn will promote increased program compliance.

Strategic Plan Compliance:

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

Legal Information:

Failure to comply with the NSL/BP regulations could result in financial sanctions or contract termination.

Financial Impact/Considerations:

After reviewing the proposed Job Description (attached), it was determined by Mr. Ervin Taylor, Deputy Director of Institutional Services in collaboration with Business Manager, Ms. Rhonda Gilliam the new position is estimated at Pay Grade C. The estimated Grade is pending approval after review from Human Resources and Civil Service.

We recommend deleting two Juvenile Supervision Officer PT - *pay Grade AA* vacant positions, to partly fund the added USDA Coordinator. The rest of the new position cost can be funded with NSL/BP reimbursements if necessary.

Following is the financial impact:

Add USDA Coordinator Salary \$46,430.16 + Benefits \$8,279 + Insurance \$8,500	=	\$63,209.16
Delete (2) JSO-PT positions Salary \$29,348.80 x 2 = \$58,697.60 + Benefits \$11,240.59	=	\$69,938.19
Cost savings- NSL/BP reimbursement/General Fund		(\$6,729.03)

Recommendation:

It is recommended that the Dallas County Juvenile Board approve addition of an USDA Coordinator assigned primarily to oversee the National School Lunch/Breakfast Program, deletion of two part-time Juvenile Supervision Officer Positions, and authorize the use of Program reimbursement monies to fund the difference in position cost, if necessary.

Recommended by:



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

DALLAS COUNTY JOB DESCRIPTION

Job Title:	USDA Coordinator	Job Code:	Job Grade: C Pending HR/ Civil Service Approval
Reports To:	Business Manager	Pos. No.:	SIC Code:
Department:	Juvenile	Loc. Code:	FLSA Code: N WC Code:
Division:	Institutional Services	CS Code*:	EEO Code:

Summary of Functions: Oversee daily operations of food service and ensure full compliance with applicable United States Department of Agriculture Child Nutrition Programs guidelines and other State or local guidelines.

Duties and responsibilities:	% of Time	Essential Non-essential
1. On-site monitoring of meal service, including meal storage/preparation, food service procedures, temperature logs and point-of-service observation; provide technical assistance and develop/implement corrective action plans as needed	20	E
2. Recommend policies and procedures to comply with program	15	E
3. Conduct Child Nutrition Programs training for all applicable staff	15	E
4. Conduct internal and (on site) visitation audits	15	E
5. Collect, review for accuracy and file all documentation needed for monthly claims, and prepare and submit monthly claims for Juvenile Department	10	E
6. Complete and submit ongoing checklists and reports for all sites as required	10	E
7. Liaison between food vendors and Juvenile Department	5	E
8. Collect documentation and coordinate process for announced program monitoring	5	E
9. Perform other duties as assigned	5	E

- The Code depends on the Department where the position is located and/or funded by in accordance with 86-1 of Dallas County Code.

Minimum Qualifications:

Education, Experience and Training:

Education and experience equivalent to an Associate’s degree from an accredited college or university in Food Services Management, Restaurant and Culinary Management, Food and Hospitality, or in a job-related field of study. At least two years of experience with school nutrition programs.

Special Requirements/Knowledge, Skills & Abilities:

- Obtain Food Management Certification within three months of employment
- Demonstrate ability to work independently
- Demonstrate ability to manage multiple tasks and projects simultaneously
- Demonstrate exceptional organizational skills to revise and set priorities for projects
- Knowledge of standard office machines, personal computer, Microsoft office software applications and other applicable data systems used by the Department.
- Working knowledge of business English, spelling, math and general office practices and procedures.
- Knowledge of the USDA National School Lunch Program, National School Breakfast Program, and Afterschool Snacks Program and applicable Texas Department of Agriculture rules.
- Knowledge of Hazard Analysis Critical Control Points (HACCP).
- Ability to effectively communicate both verbally and in writing, and establish and maintain effective working relationships with employees, County departments and the general public.
- Become CPR/First Aid certified, acquire a Restrain Training Certificate and become certified as a Juvenile Supervision Officer by the Texas Department of Juvenile Justice.
- Possess a valid Texas Driver’s License, have a good driving record and a reliable vehicle.
- Pass an extensive background investigation and mandatory drug test prior to employment. Subject to random, unannounced drug and/or alcohol testing during employment.
- Work in a 24-hour facility which may require working overtime and visiting all the food serving sites outside of regular work hours.

“Position requires working with juveniles who may have committed dangerous/aggressive acts; should possess a high tolerance for working in an emotionally demanding/stressful work environment.”

Physical/Environmental Requirements:

Works inside a secure facility with potential exposure to hepatitis, tuberculosis, lice and other diseases. Will be required to use personal vehicle to visit other Juvenile Department locations.

Hay Points/Point Factor:

Supervisor signature _____ Date _____

Reviewed by Human Resources/Civil Service on _____ Date _____

Approved by Civil Service Commission on _____ Date _____

This job description shows typical requirements of a position within this classification. This description is not intended to be all-inclusive. Individual positions may vary slightly in functions, job dimensions and requirements. Any percentage of time included on each function is only an estimate and may change depending on the specific departmental tasks. Candidates whose disabilities make them unable to meet these requirements will still be considered fully qualified if they can perform the Essential Functions of the job with reasonable accommodation.

ADDITIONAL INFORMATION**Duties and Responsibilities:**

- Provide Civil Rights training annually for all current staff and during orientation for new staff
- Review and complete Meal Production Records and other required paperwork as needed (daily, weekly, monthly, bi-annually, annually)
- Routinely review the HACCP Plan and the food service policies and procedures; recommend revisions as needed
- Maintain a system of checks and balances to ensure accuracy of meal counting and claiming.
- Develop a tracking system for required annual training hours for all staff according to USDA requirements
- Liaison between food vendors and Department
- Prepare paperwork for annual contract renewal
- Verify daily meal counts
- Maintain all relevant staff abreast of program changes
- Purge manual and electronic files when no longer required
- Ensure that all facilities comply with TJJD standards related to food-service and sanitation
- Maintain appropriate training attendance and certification according to Department rules and TJJD standards
- Maintain professional behavior at all times
- Prepare financial reports as needed
- Prepare and submit School Food Authority Verification Collection Reports
- Prepare and submit Accuclaim on-site school review
- Prepare and submit Verification Summary
- On-site monitoring of Afterschool Snack Program
- Implement program changes within deadlines
- Keep accurate accounting of all meal-related expenditures
- Collect and review meals sheets/Record of Participation
- Process monthly NSLP claim for the Detention Center and Hill Center
- Process monthly NSLP claim for the Juvenile Department
- Prepare Physical Inventory Worksheet and program expenditures forms
- Monitor milk temperature and food temperature logs for Institutional Division
- Conduct regular internal audits and on site visitations
- Prepare and submit the School Nutrition Program Self-Assessment Review

Special Requirements/Knowledge, Skills & Abilities:

- Able to complete and identify errors on meal production records and meal distribution logs
- Able to understand and carry out oral and written instructions accurately
- Able to work in stressful, high-volume, open areas
- Dependable and punctual
- Flexible toward changes and responsibilities
- Accept and use supervision as needed
- Meet all deadlines, whether daily, weekly, monthly, bi-annual, annual or as scheduled
- Able to drive between meal sites
- Maintain high level of work performance with minimum supervision
- Work as a team member or individually as needed

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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, for many years the Juvenile Department has contracted with the Texas Department of Agriculture (TDA) and its preceding entities to participate in the National School Lunch/Breakfast Program (NSL/BP), funded by the United States Department of Agriculture (USDA), which reimburses Dallas County a set amount of money for eligible meals served to the residents in our six residential facilities; and

WHEREAS, the TDA administers the program in Texas for residential facilities, and enforces regulations delineated by the USDA. Traditionally, the Deputy Director of Institutional Services and/or the Business Manager have managed the program, by necessity delegating critical daily details to personnel at each residential facility; and

WHEREAS, the Juvenile Department is requesting permission to add the position of USDA Coordinator to oversee implementation of the program at the residential facilities. This position would be under the direct supervision of the Business Manager in the Dr. Jerome McNeil Jr. Juvenile Detention Center, and would work along with the Superintendents, Assistant Superintendents and relevant Sheriff Department's staff to ensure compliance with the program's relevant guidelines; and

WHEREAS, the NSL/BP requires compliance with a multitude of regulations, one of which calls for maintenance of program records for several years after program year's end. These records include, but are not limited to, monthly menus (with any replacements/variations noted), daily production records, daily food temperature upon arrival to our facilities, daily refrigerator/freezer temperatures, attendance rosters, monthly claims, and many others. There's also a requirement to undergo a successful Health Department inspection twice per program year, provide initial and ongoing training to relevant staff, maintain appropriate kitchen and food storage procedures and many others. Assigning a position to focus on compliance with program regulations will ensure better communication and understanding among all relevant parties, which in turn will promote increased program compliance; and

WHEREAS, the department is expected to receive over \$900,000 in reimbursement from the NSL/BP in 2016-2017; and

WHEREAS, failure to comply with the NSL/BP regulations could result in financial sanctions or contract termination; and

WHEREAS, the Juvenile Department recommends deleting two Juvenile Supervision Officer PT-pay Grade AA vacant positions, to partly fund the added USDA Coordinator. The rest of the new position cost can be funded with NSL/BP reimbursements/General Fund; and

WHEREAS, after reviewing the proposed Job Description, it was determined by Mr. Ervin Taylor, Deputy Director of Institutional Services in collaboration with Business Manager, Ms. Rhonda Gilliam the new position is estimated at Pay Grade C. The estimated Grade is pending approval after review from Human Resources and Civil Service. The following is the financial impact:

Add USDA Coordinator Salary	\$46,430.16	+ Benefits	\$8,279	+ Insurance	\$8,500	=	\$63,209.16
Delete (2) JSO-PT positions Salary	\$29,348.80	x 2 =	\$58,697.60	+ Benefits	\$11,240.59	=	\$69,938.19
Cost savings- NSL/BP reimbursement/General Fund							(\$6,729.03)

WHEREAS, the Department recommended that the Dallas County Juvenile Board approve addition of a USDA Coordinator assigned primarily to oversee the National School Lunch/Breakfast Program, deletion of two (2) JSO-PT positions, and authorize the use of Program reimbursement monies to fund the difference in position cost; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the addition of a USDA Coordinator position assigned primarily to oversee the National School Lunch/Breakfast Program, deletion of two (2) JSO-PT positions, and authorizes the use of Program reimbursement monies to fund the difference in position cost if necessary.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of Contract with Kaufman County Juvenile Department for Pre-Adjudication Beds at Dr. Jerome McNeil Jr. Juvenile Detention Center

Background of Issue:

In March 2016, Dallas County Juvenile Department was contacted by the Chief Probation Officer of Kaufman County, Laura Peace, to inquire as to whether we would be interested in contracting pre-adjudication detention beds to her County. Kaufman County, which borders Dallas County to the southeast, does not have a Detention Center; and has been contracting with Hunt County to supervise youth from Kaufman County who are in need of secure detention. Chief Peace had been informed that the Juvenile Board of Hunt County had decided to close their detention center effective June 30, 2016; which would soon leave Kaufman County with no place to house their youth requiring pre-court detention. Although Dallas County had not previously considered contracting out any of our detention beds, we have proposed to contract with other Texas counties for post-adjudication beds at the Letot Girls RTC and the Youth Village Youthful Sexual Offenders program as a part of TJJD's Regionalization Plan mandated by SB1360 from the 84th legislative session. Considering that the Dr. Jerome McNeil Jr. Juvenile Detention Center is currently funded to hold 232 youth, and the average daily population of Dallas County detained youth has been significantly below this capacity for the last several years; contracting out a small number of pre-adjudication beds was something that this Department feels is a realistic option for adjoining counties who do not have a secure facility for their referred youth who require pre-court detention.

Impact on Operations and Maintenance:

Kaufman County has supplied statistical data in regards to their usage of pre-adjudication detention while contracting with Hunt County. In the last 15 months (since March 2015), they averaged having three (3) youth per day in the Hunt County Juvenile Detention Center. The most that they contracted for on any one day was nine. Their average length of stay for youth in Hunt County was nine (9) days; many stayed only a day or two. With this few projected youth needing pre-adjudication detention services, the impact on our Detention Center's operations would be minimal. These youth would fit into our staffing ratios without the need for additional staff. The proposed contract mandates that Kaufman County would be responsible for all transportation to and from Kaufman County (for things such as Court appearances). They are also responsible for all medical care for their youths outside of routine care that is provided by our Parkland medical staff in the detention facility. This component of the contract was sent to, and discussed with, Parkland; and they were in agreement with it. The inclusion of these youth in our school setting would not require additional educational staff, and would actually go toward our daily school enrollment; which could potentially increase our reimbursements from TEA and Region X. We are charging a daily per diem of \$140 per youth, which is above the regular state rate of \$110 per day. This is due to the additional quality of our programming components in the Detention

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

Center, which we believe far exceeds what most detention centers can offer. The proposed contract will begin July 1, 2016 until August 31, 2017.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County *is safe, secure, and prepared* by maximizing the effectiveness of Dallas County Criminal Justice Resources.

Legal Impact:

The Contract and Agreement for Pre-Adjudication Residential Service of Juvenile Offenders was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department. The contract also requires the signatures of the Juvenile Board Chair, Judge Cheryl Lee Shannon; the Dallas County Judge, Judge Clay Jenkins; and the Kaufman County Judge, Dr. Bruce Wood.

Financial Impact/Considerations:

Kaufman County Juvenile Department will be responsible for the daily rate of \$140 per day per youth for every youth that is detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. This rate was established by our budget department based on our costs for Dallas County youth residing in the detention facility. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's proposed contract with the Kaufman County Juvenile Department to house that County's youth who require secure pre-adjudication services in the Dr. Jerome McNeil Jr. Juvenile Detention Center.

Recommended by:



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

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

STATE OF TEXAS §

COUNTY OF DALLAS §

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

July 1, 2016 – August 31, 2017

This Contract and Agreement made and entered into by and between the County of Dallas, acting by and through its duly authorized representatives, the Dallas County Juvenile Board (hereinafter referred to as "Dallas County") and Kaufman County Juvenile Board acting by and through its duly authorized representatives, Dr. Bruce Wood, County Judge and representative of the Commissioners Court of Kaufman County (herein referred to as CONTRACT County), to be effective July 1, 2016 to August 31, 2017.

ARTICLE I WITNESSETH

- 1.1 Whereas, Dallas County operates the Dr. Jerome McNeil Jr. Juvenile Detention Center according to all applicable State of Texas standards and required Federal Government laws and standards including but not limited to what the State of Texas requires for the Federal Prison Rape Elimination Act standards; and
- 1.2 Whereas, CONTRACT County, in order to carry out and conduct its juvenile program in accordance with the Texas Juvenile Justice Code has need of the use of the Dr. Jerome McNeil Jr. Juvenile Detention Center to house and maintain youth of juvenile age, referred for an act of delinquency or an act indicating a need for supervision, during the pre-disposition treatment prescribed by the Court; and
- 1.3 Whereas, Dallas County has attached as Attachment A its Title VI Assurances; and
- 1.4 Whereas, Dallas County desires to make the facility available to CONTRACT County for such use and purpose, and CONTRACT County desires to contract for the use of

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

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

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

(2) Dallas County will provide room and board 7 days a week, 24-hour supervision, an approved education program, recreation facilities, and behavior counseling to each youth placed within the facility. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, haircuts, transportation, school supplies, and room, (rent, utilities, maintenance, telephone). Dallas County will Provide and document paraprofessional counseling, major incidents, and worker contacts. Any and all costs associated with off-campus visits or furloughs will be paid by the parent or guardian. Dallas County will also provide routine medical treatment that may customarily and reasonably be provided within the facility; however, Dallas County shall not provide nor be responsible for emergency examination, treatment, hospitalization, or any other service requiring transportation or removal of the youth outside the facility. Any outside medical procedure, treatment, examination, or hospitalization shall be the sole responsibility and obligation of CONTRACT County.

(3) CONTRACT County agrees to pay Dallas County the sum of \$140.00 per day for each bed used. This sum shall be paid to Dallas County upon billing and following the paying procedures agreed upon by the contracting counties and the auditor of Dallas County, Texas, the per day cost being the contracted amount.

(4) If emergency examination, treatment, and/or hospitalization outside the facility is required for a youth placed in the facility by CONTRACT County, the Administrator of the facility is authorized to secure such examination, treatment, or hospitalization at the expense of CONTRACT County and to request that CONTRACT County be billed for the same. CONTRACT County agrees to indemnify and hold harmless Dallas County, its representatives, agents, and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The administrator shall notify CONTRACT County of such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those

such an emergency within 24 hours of its occurrence. Prior to transporting a youth to the facility for placement, the official authorizing placement shall call the facility to ensure that space is available. The placement needs of Dallas County take precedence over those of contract counties and placement of youth from CONTRACT County may be denied if space limitations require. CONTRACT COUNTY will provide all transportation to and from CONTRACT COUNTY to the Dr. Jerome McNeil Jr. Juvenile Detention Center.

(5) Youth from the CONTRACT County who are alleged to have engaged in delinquent conduct or conduct indicating a need for supervision (CINS) will be admitted to the facility under the authority of the Juvenile Court of CONTRACT County or its designated official.

(6) Each youth placed therein shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the facility.

(7) A copy of all of the appropriate paperwork required by the Texas Juvenile Justice Department to place a youth in a detention center, to include but not limited to: order of Detention, medical release, and verification of visitors form.

(8) If a youth is accepted by the facility from CONTRACT County and such youth thereafter is found to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable or a combination of such conditions or characteristics, or whose mental or physical health condition would or might endanger the other occupants of the facility, then in the Administrator's sole judgment, upon such determination and notification by the Administrator to the CONTRACT County Juvenile Judge or Probation Office, a Juvenile Probation Officer or Deputy Sheriff from CONTRACT County shall immediately and forthwith remove or cause to be removed such youth from the residential facility.

(9) Dallas County agrees that the facility will accept any youth qualified hereunder, without regard to such youth's religion, race, creed, color, or national origin.

(10) It is understood and agreed by the parties hereto that youth placed in the facility under the proper orders of the Juvenile Court of CONTRACT County shall be maintained therein except that the staff of the facility may take the youth under supervision from the facility for medical treatment.

(11) Dallas County Certifies that the Dr. Jerome McNeil Jr. Juvenile Detention Center is eligible to receive state funds as required by the Texas Family Code Section 231.006 and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

(12) Dallas County agrees to Provide maintenance, availability for inspection, audit or reproduction by authorized representative of the Comptroller General of the United States, Department of Justice and the State of Texas, books, documents and records of the County which are directly pertinent to that specific contract for the purpose of

making audit, experimentation, excerpts and transcriptions for a period of seven (7) years, or until pending litigation, claim audit or review and all questions arising therefrom have been resolved.

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

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

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

(15) It is further understood and agreed by the parties hereto that prior to any youth's admission to the facility, Dallas County will perform a tuberculosis test. Dallas County will also perform an intake screening that is conducted by a physician, physician's assistant, or nurse practitioner prior to the youth being sent to his or her assigned unit.

DEFAULT

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

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

ARTICLE II
OFFICIALS NOT TO
BENEFIT

- 3.1 No officer, member, or employee of the Criminal Justice Division and no member of its governing body, and no other public officials of Dallas County who exercise any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects their personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- 3.2 No member of or Delegate to the Congress of the United States of America, no Resident Commissioner, or employee of the Law Enforcement Assistance Administration or the Department of Justice shall be admitted to any share or part thereof or to any benefit to arrive here from.
- 3.3 No member of or Delegate to the Congress, or State Official, or Resident Commissioner shall be allowed to any share or part of this contract, or to any benefit that may arise therefrom.
- 3.4 Dallas County agrees to insert this Clause III into all subcontracts entered into the performance of the work assigned by this contract.

ARTICLE III
EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 During the performance of this contract, Dallas County agrees as follows:
- (a) Dallas County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Dallas County will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, or religion. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay

or other forms of compensation and selection for training, including apprenticeship. Dallas County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination clause.

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

ARTICLE IV
DUTY TO
REPORT

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

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and
2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
3. With respect to juveniles placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to CONTRACT County Juvenile Probation Department within 24 hours at facsimile number Dallas.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made

by phone to law enforcement;

2. Texas Juvenile Justice Department immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6717 or by email; and
3. With respect to children placed by CONTRACT County, the TJJD Incident Report Form shall also be sent to Dallas County Juvenile Probation Department within 24 hours at facsimile number Dallas 214-698-4299.

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

5.3 As used within this Agreement:

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

contract with the governing board, juvenile board or governmental unit that serves children under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing children under juvenile court jurisdiction.

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

ARTICLE V
PRISON RAPE ELIMINATION
ACT

- 5.4 Dallas County shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero- tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile Offenders.
- 5.5 Under PREA, Dallas County shall make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30 [PREA §115.387(e) and (f)]
- 5.6 Dallas County shall be monitored, at their expense, once in every three- year auditing cycle and documentation of this audit including any non-compliance shall be given to CONTRACT County.
 - A. Dallas County shall choose a monitor that meets all applicable PREA requirements and is pre-approved by CONTRACT County.
 - B. CONTRACT County may conduct their own audit, at any time, to determine DALLAS COUNTY’S compliance with PREA standards.
- 1. Dallas County shall assist fully with any and all audits.

ARTICLE VI
APPLICABLE
LAW AND
VENUE

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

ARTICLE VII
INDEMNIFICATION

- 7.1 TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, DALLAS COUNTY AND KAUFMAN COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, AND LOSSES WHICH MAY ARISE OUT OF ANY NEGLEGENT ACT(S) COMMISSION OR OMISSION OF THE INDEMNIFYING PARTY, ITS , ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, BOARD MEMBERS, OR CONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS.

ARTICLE VIII
SOVERIEGN IMMUNITY

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

ARTICLE IX
LEGAL CONSTRUCTION

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

ARTICLE X
EXECUTION

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

This contract is in lieu of all previous contracts between Dallas County and CONTRACT County for these purposes, said previous contracts to terminate, become null and void, and be of no further force or effect on the date this contract becomes effective. Executed in duplicate this ___ day of _____, 2016, to be effective _____1, 2016, each copy hereof shall be considered an original copy for all purposes.

DALLAS COUNTY JUVENILE BOARD:

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

RECOMMENDED:

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

COMMISSIONERS COURT OF DALLAS COUNTY, TEXAS

County Judge
and Presiding Officer of Said
Court Dallas County, Texas

COMMISSIONERS COURT OF
_____ County

County Judge and
Presiding Officer of Said

Court APPROVED AS TO

FORM:

By:

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

KAUFMAN COUNTY



Kaufman County Juvenile Board
Chair
Judge Dennis Jones

6/2/16

Date



Kaufman County Judge

Dr. Bruce Wood

10/13/16

Date



Kaufman County CJPO

Laura Peace

10/13/16

Date

Attachment A

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, the U.S. Department of Health and Human Services, and the U.S. Department of Education, the U.S. Department of Justice as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. *Enforcement*

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

Contractor's Full Name: Kaufman County Juvenile Probation

Deanna Wood

Signature, Authorized Representative of Contractor

6-13-16

Date

County Judge

Title

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX
DATE: June 27, 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 27th day of June, 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 Kaufman County Juvenile Department has requested to contract with Dallas County for Pre-Adjudication detention beds since the county with whom they had been contracting closed their detention center; and

WHEREAS, the Juvenile Department has proposed to contract out Post-Adjudication beds at our Letot Girls RTC and our Youth Village Youthful Sexual Offenders program in collaboration with TJJD's Regionalization Plan; and

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

WHEREAS, the contract with Kaufman County would be in effect from July 1, 2016 to August 31, 2017; and would require a daily per diem to be paid to Dallas County in the amount of \$140 per youth per day; and

WHEREAS, the recommended contract was prepared and approved by Ms. Denika Caruthers, Administrative Legal Advisor for the Dallas County Juvenile Department; and

WHEREAS, this contract would also require the signatures of the Juvenile Board Chair of Dallas County, the County Judge of Dallas County, and the County Judge of Kaufman County.

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

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: JJAEP Clothing Project

Background of Issue:

The Letot Closet was originally briefed on November 25, 2013. Due to the success of the initiative the closet was expanded after Board approval on April 28, 2014. The need continues and as a result, the Juvenile Justice Alternative Education Program (JJAEP) will house an additional closet.

The JJAEP Closet is designated to assist juveniles who are receiving services through Dallas County Juvenile Department with proper clothing, shoes, and hygiene items as a way for the Department to supply youth with some of the tools they need to succeed. Just like the North Texas Food Bank onsite, Probation officers and families can utilize the JJAEP Closet to meet the needs of the families we serve. The Closet will serve all youth and families under the care, custody or control of the Juvenile Department. Community partners such as Concord Church have agreed to hold a clothing drive for males, as this is one of our areas we need additional clothing and supplies.

The design and arrangement of the Closet will allow for the merchandise to be properly displayed and easily accessible for the families, therefore creating a warm and welcoming atmosphere where the juveniles and families do not feel like they are in a thrift store, and instead experience a sense of ownership and increased self-esteem.

The purpose of this brief is to request approval for funds for the JJAEP Clothing Project which is to build the JJAEP Closet for the cost of \$8,044.82

Impact on Operations and Maintenance:

A well designed and equipped Closet will allow our clients to take full advantage of this service, by easily finding the items they need, while minimizing the staff time needed per transaction.

Strategic Plan Compliance:

This request complies with Vision 3: Dallas is *safe, secure, and prepared*, by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system. The Juvenile Department continues to seek ways to meet the total needs of our families.

Legal Information:

There are no legal requirements for this request.

Financial Impact/Considerations:

The Facilities Management stands ready to build the needed improvements at a cost of \$8,044.82. The item costs were reviewed by Ms. Carmen Williams, Budget Service Manager. Ms. Ronica Watkins with the Budget office stated funds from account item code # 120.5110.2090 can be used to complete this project.

Quotes for budgetary needs:

• Quote # 03763585 - Rugby Architectural Building Materials (building materials and supplies)	\$2,803.76
• Quote # 3625 – Craddock Lumber Co. (building materials and supplies)	\$4,307.60
• Quote # H6816-5301 – Home Depot ((building materials and supplies)	\$ 471.21
• Quote for Acct # 8021545 – WURTH (building material and supplies)	<u>\$ 462.25</u>
TOTAL	\$8,044.82

Performance Impact Measures:

Provide clothing and hygiene supplies to juveniles and their families.

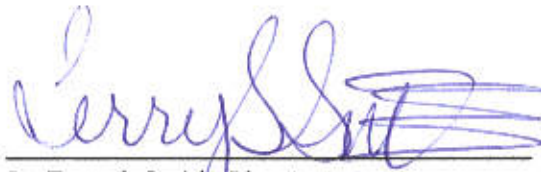
Project Schedule/Implementation:

Facilities Management will build the JJAEP Closet.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the funding for the JJAEP Clothing Project.

Recommended by:



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



Dallas County Juvenile Department

Request for Miscellaneous Equipment Briefing

Date of Submission: 06/16/2016
Estimated Briefing Date: 07/05/2016

Send to: Carmen Williams, Budget Office
 Email: Carmen.Williams@dallascounty.org.

Item No.	Description of Equipment	Quantity	Cost/Item	Total Cost	Funding Source	Dept No. of Division Requesting Item	Purpose / Justification
1	HV 162750; 18mm 48 X 96; Prime C-2 White Birch W/PF VC; Customer#: HV 12-48CHBR	60	26.00	1,560.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
2	Solid Black; W159560350; 48" X 96"	3	67.00	201.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
3	HL4102101; FAS Popal S3S (HL1316POPLAR); Customer#: 1316POPLAR; 4/4 13/16" SLRIP	300	2.00	546.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
4	WALOKWELDI; #2149Yellow Wood Glue; 1 GAL.	1	16.00	16.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
5	VN0448WH; 1/4" 48 X 96White 1S; MEO448; Cust#: VN04-48WH	5	17.00	86.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
6	DSWH7.75; 73/4" X 96' Drawer Side, White 1/4 dado;	10	11.00	112.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
7	MDD010420; 49 x 97 x 3mm; MDF (MDD0249X97); Cust#: MDD002-49X97	35	8.00	288.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
8	3/4" 4X8 C2 China Birch Plywood	60	40.00	2,400.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project

Notes:

1. Equipment items that have an individual cost of \$50 or more must be requested on this form prior to submitting a requisition for Purchasing to process a PO.
2. Item description and cost must be correctly stated. Requisitions may be rejected by Purchasing if items do not match this form.
3. Miscellaneous Equipment Requests received by Monday of each week will be briefed a week from the following Tuesday. Approval timing will be extended if a Commissioners Court briefing has been canceled.

Approved by: Deputy Director



Dallas County Juvenile Department

Request for Miscellaneous Equipment Briefing

Date of Submission: 06/16/2016
Estimated Briefing Date: 07/05/2016

Send to: Carmen Williams, Budget Office
 Email: Carmen.Williams@dallascounty.org

Item No.	Description of Equipment	Quantity	Cost/Item	Total Cost	Funding Source	Dept No. of Division Requesting Item	Purpose / Justification
1	1/4" 4X8 TEMPERED HARDWOOD	35	17.00	586.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
2	WILSONART 4x8 STD GRD LAMINATE STD COLOR	3	67.00	202.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
3	25/32" POPLAR FAS S2S SLIE	300	3.00	810.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
4	TITEBOND II WOOD GLUE 1 GAL	1	28.00	28	120-5110-2090	JJAEP/Education	JJAEP Closet Project
5	1/4" 49x97" WHT MELAMINE 1S	5	21.00	105.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
6	7-3/4" x 8' WHITE MELAMINE DRAWER SIDE	10	18.00	180.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
7	1-1/4"x10' GAL PIPE	15	29.00	435.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
8	STANDARD ALMOND 96"	50	6.00	301.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project

Notes:

1. Equipment items that have an individual cost of \$50 or more must be requested on this form prior to submitting a requisition for Purchasing to process a P/O.
2. Item description and cost must be correctly stated. Requisitions may be rejected by Purchasing if items do not match this form.
3. Miscellaneous Equipment Requests received by Monday of each week will be briefed a week from the following Tuesday. Approval timing will be extended if a Commissioners Court briefing has been cancelled.

Approved by: Deputy Director



Dallas County Juvenile Department

Request for Miscellaneous Equipment Briefing

Date of Submission: 06/16/2016
Estimated Briefing Date: 07/05/2016

Send to: Carmen Williams, Budget Office
 Email: Carmen.Williams@dallascounty.org

Item No.	Description of Equipment	Quantity	Cost/Item	Total Cost	Funding Source	Dept No. of Division Requesting Item	Purpose / Justification
1	SHELF SUPPORT ALUM. NAT. 1000	400	0.19	76.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
2	350mm 100# BALL BEARING SLIDE	10	3.00	32.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
3	4" BRASS WIRE PULL DULL CHROME	25	2.00	54.00	120-5110-2090	JJAEP/Education	JJAEP Closet Project
4							
5							
6							
7							
8							

Notes:

1. Equipment items that have an individual cost of \$50 or more must be requested on this form prior to submitting a requisition for Purchasing to process a PO.
2. Item description and cost must be correctly stated. Requisitions may be rejected by Purchasing if items do not match this form.
3. Miscellaneous Equipment Requests received by Monday of each week will be briefed a week from the following Tuesday. Approval timing will be extended if a Commissioners Court briefing has been canceled.

Approved by: Deputy Director



Rugby - Dallas
 9203 Chancellor Row
 Fax: (214)-638-3015
 Dallas, TX 75247
 Phone: (214)-638-5161

QUOTE
03763585

Account: DAL5889 0001
Branch: DAL
Phone: (214)-653-6472
Fax: (214)-653-6440

BILL TO:
 DALLAS COUNTY
 509 MAIN ST. ROOM 407
 DALLAS TX 75202

SHIP TO:
 DALLAS COUNTY
 PUBLIC SERVICE RECYCLE CENTER
 2121 PANORAMIC CIRCLE
 DALLAS COUNTY
 DALLAS TX 75212

PO:	REF:	JOB:
EXP DELV DATE: 03/11/16	SALES: DAL-00	TYPE: WH
ACTIVATION DATE: 03/10/16	AGENTS: DAL-108	QUOTED FOR:
CLOSE DATE: 06/08/16		QUOTED BY: Vlorres
		SHIP VIA: RUGBY TRUCK FRT TERM:

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
✓ 60	SH	HV162750 18mm 48 x 96 Prime C-2 White Birch WPF VC Cust#: HV12-48CHBR	25.92/SH	1,555.20
✓ 3	SH	W159560350 48" X 96" SOLID BLACK 1595 60 350	2.09/SF	200.64
✓ 300	BF	HL4102101 4/4 13/16" SLRIP FAS Poplar S3S (HL1316POPLAR) Cust#: 1316POPLAR	1.82/BF	546.00
✓ 1	EA	WALOKWELD1 1GAL #2149 YELLOW WOOD GLUE 1 GAL Lokweld LOKWELDWOODGLUE1GAL Cust#: WA-LOKWELD-1	15.97/EA	15.97
✓ 5	SH	VN0448WH 1/4" 48 x 96 White 1S ME0448 Cust#: VN04-48WH	17.17/SH	85.85
✓ 10	EA	DSWH7.75 7 3/4" x 96" Drawer Side, White 1/4 dado	11.17/EA	111.70
✓ 35	SH	MD010420 49 x 97 x 3mm MDF (MD0249X97) Cust#: MD02-49X97	8.24/SH	288.40
***** SUB-TOTAL *****				2,803.76

PAYMENT TERMS:
 NET 30 DAYS ADI

Total	\$2,803.76
--------------	-------------------

Since 1947
CRADDOCK LUMBER COMPANY
 5422 Harry Hines Blvd * PO Box 36344
 Dallas, TX 75235

Quote

Phone # (214) 631-5200 * Fax # (214) 688-1518 * E-mail: sales@craddocklumber.com

Date Quote #
 3/10/2016 3625

Name / Address
DALLAS COUNTY 509 MAIN STREET, ROOM 407 DALLAS, TX 75202

Ship To

PO #	Contact	Project/Job	Terms	Rep	
	BRENT		1% 10th; net 15th prox	VH	
Item	Description	Qty	U/M	Price	Total
PHBIRC408.75	3/4" 4X8 C2 CHINA BIRCH PLYWOOD	60	EA	39.95	2,397.00
PMAST408.25	1/4" 4X8 TEMPERED HARDBOARD	35	EA	16.75	586.25
NON INVENTORY	WILSONART 4x8 STD GRD LAMINATE STD COLOR	3	EA	67.20	201.60
LHWPOP	25/32" POPLAR FAS S2S SL1E	300	BF	2.70	810.00
ADHTITE2-GAL	TITEBOND II WOOD GLUE 1 GAL	1	EA	27.75	27.75
PPBMEL408.25	1/4" 49"X97" WHT MELAMINE 1S	5	EA	21.00	105.00
NON INVENTORY	7-3/4" x 8' WHITE MELAMINE DRAWER SIDE	10	EA	18.00	180.00
Prices valid one week from date of quote.			Subtotal		\$4,307.60
Remember We Deliver!			Sales Tax (0.0%)		\$0.00
Signature : _____ Date: _____			Total		\$4,307.60



QUOTE

Store 6816 OAK CLIFF
2610 FORT WORTH AVENUE
DALLAS, TX 75211

Phone: (214) 942-6658
Salesperson: TXR6787
Reviewer:

QUOTE

SOLD TO	
Name	DALLASCOUNTY DALLASCOUNTY
Address	509 MAIN ST
City	DALLAS
State	TX
Zip	75202
County	DALLAS
Work Phone	(214) 653-6500
Company Name	
Job Description	QUOTE
Home Phone	

2016-03-10 12:49
Prices Valid Thru: 03/10/2016

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W02 SKU # 0000-515-664 Customer Pickup / Will Call

STOCK MERCHANDISE TO BE PICKED UP:	REF #	SKU #	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION	
R01	0000-301-477	15.00	EA 1-1/4"X10' GAL PIPE	A	Y	\$29.02	\$435.30	
SCHEDULED PICKUP DATE: 03/15/2016							MERCHANDISE TOTAL:	\$435.30
END OF CUSTOMER PICKUP - REF #W02								

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY;

The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.

ORDER TOTAL	\$435.30
SALES TAX	\$35.91
TOTAL	\$471.21
BALANCE DUE	\$471.21

END OF ORDER No. H6816-5301

TERMS AND CONDITIONS

WILL CALL

Will Call items will be held in the store for 7 days. For Will Call merchandise pick up, proceed to Will Call/Service Desk area/Pro Customers, proceed to the Pro Desk.

*** CONTINUED ON NEXT PAGE ***

NOT

FOR MERCHANDISE

**FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA**
(Pro Customers, Proceed To The Pro Desk)



Wurth Louis and Company

PO Box 2253
Brea CA 92822-2253
800-444-0043

Ship From Grand Prairie
Ship Via Will Call < 1 hr
Buyer brenit
Ship Date 03/10/2016

ORDER CONFIRMATION

SALES DATE 03/10/2016 SALES ORDER NO. 1013218625

ACCOUNT 8021545
REMIT ADDRESS
Louis and Company
PO Box 2253
Brea CA 92822-2253
800-444-0043

SOLD TO:

1086807
DALLAS COUNTY
509 MAIN STREET STE 407
DALLAS TX 75202

SHIP TO:

8021545
DALLAS COUNTY FACILITIES MGMT
600 COMMERCE STREET
DALLAS TX 75202

CUSTOMER PURCHASE ORDER #		JOB NAME		QUOTE ONLY			
QUOTE ONLY				TERMS			
SHIP QTY	B.O.QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	U/M	P T	AMOUNT
50	0	KV255AL96	STANDARD ALMOND 96"	6.02	EA	N	301.00
400	0	KV256AMNAT	SHELF SUPPORT ALUM. NAT. 1000	0.19	EA	N	76.00
10	0	PRO100-146M	350mm 100# BALL BEARING SLIDE	3.15	PR	N	31.50
25	0	FE1484DCH	4" BRASS WIRE PULL DULL CHROME	2.15	EA	N	53.75

TEXT TO JOIN
SIGN UP FOR EXCLUSIVE OFFERS



TEXT **WURTHLAC** TO 22828 TO GET STARTED

Message and Data Rates may apply. Text HELP for help, text STOP to end.
Privacy: http://www.constantcontact.com/privacy_guarantee.jsp

We Appreciate Your Business

RETURNS: ALL RETURNED MERCHANDISE WILL BE SUBJECT TO RESTOCKING FEE AND REQUIRE PRIOR AUTHORIZATION. "SPECIAL ORDER" ITEMS ARE NOT RETURNABLE ANY DISCREPANCIES IN THE SHIPMENT MUST BE REPORTED WITHIN 5 WORKING DAYS.

GOODS IDENTIFIED ON THIS DOCUMENT MAY CONTAIN HARDWOOD PLYWOOD, PARTICLEBOARD, AND/OR MEDIUM DENSITY FIBERBOARD SUBJECT TO TITLE 17, SECTION 93120 OF THE CALIFORNIA CODE OF REGULATIONS; IF SO (AND UNLESS EXPECTED UNDER THE "SELL-THROUGH" PROVISIONS OF TITLE 17, SECTION 93120.12, APPENDIX 1), SUCH HARDWOOD PLYWOOD, PARTICLEBOARD, AND/OR MEDIUM DENSITY FIBERBOARD COMPLIES WITH THE APPLICABLE EMISSION STANDARDS SPECIFIED IN TITLE 17, SECTION 93120.2(A).

**INCLUDES CARRIER FREIGHT, SHIPPING AND HANDLING FEES, AND/OR MACHINERY FREIGHT CHARGES.

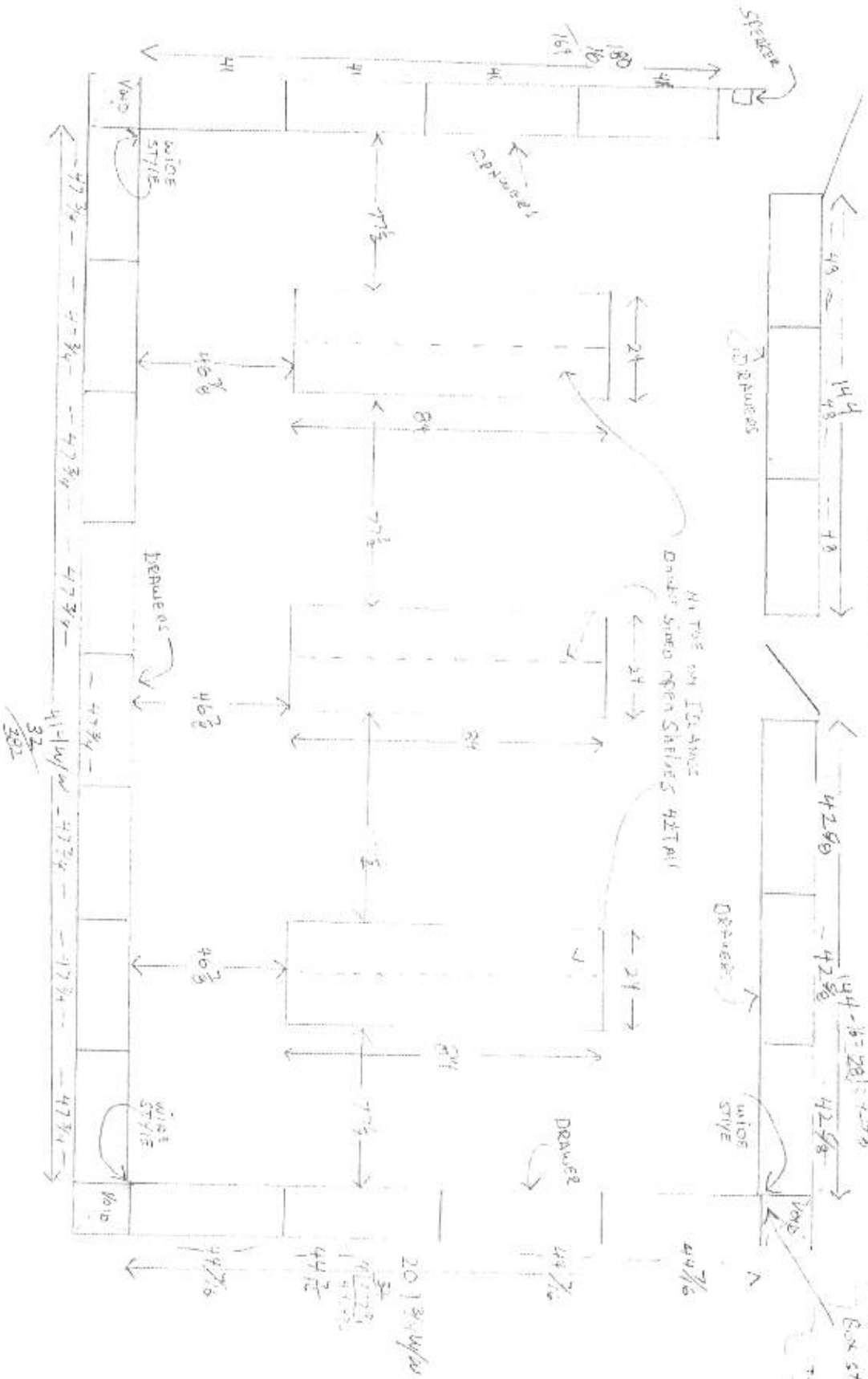
ALL SALES ARE SUBJECT TO THE CURRENT TERMS OF SALE WHICH CAN BE FOUND AT WWW.WURTHLAC.COM/TERMS.HTML

SUBTOTAL	462.25
PACKING CHARGES	0.00
FREIGHT**	0.00
SALES TAX	0.00
AMOUNT DUE	462.25

* P = Promo Item
* T = Taxable

JJAFP
 KEENE RAPIDS
 214-687-5506

3:0-16
 Rooms 122



NOTE: WIDE STRIKES ARE TO BE ADDED TO FRAME. BOX STRIPS THE SAME SIZE TO GET CORNERS.

JUVENILE BOARD ORDER

ORDER NO: 2016 - XXX

DATE: June 27, 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 27th day of June 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 Letot Closet was originally briefed on November 25, 2013. Due to the success of the initiative the closet was expanded after Board approval on April 28, 2014. The need continues and as a result, the Juvenile Justice Alternative Education Program (JJAEP) will house an additional closet; and

WHEREAS, the JJAEP Closet is designated to assist juveniles who are receiving services through Dallas County Juvenile Department with proper clothing, shoes, and hygiene items as a way for the Department to supply youth with some of the tools they need to succeed. Just like the North Texas Food Bank onsite, Probation officers and families can utilize the JJAEP Closet to meet the needs of the families we serve. The Closet will serve all youth and families under the care, custody or control of the Juvenile Department. Community partners such as Concord Church have agreed to hold a clothing drive for males, as this is one of our areas we need additional clothing and supplies; and

WHEREAS, the design and arrangement of the Closet will allow for the merchandise to be properly displayed and easily accessible for the families, therefore creating a warm and welcoming atmosphere where the juveniles and families do not feel like they are in a thrift store, and instead experience a sense of ownership and increased self-esteem; and

WHEREAS, the purpose of this brief is to request approval for funds for the JJAEP Clothing Project which is to build the JJAEP Closet for the cost of \$8,044.82; and

WHEREAS, a well-designed and equipped Closet will allow our clients to take full advantage of this service, by easily finding the items they need, while minimizing the staff time needed per transaction; and

WHEREAS, the Facilities Management stands ready to build the needed improvements at a cost of \$8,044.82. The item costs were reviewed by Ms. Carmen Williams, Budget Service Manager. Ms. Ronica Watkins with the Budget office stated funds from account item code #120.5110.2090 can be used to complete this project; and

Quotes for budgetary needs:

• Quote # 03763585 - Rugby Architectural Building Materials (building materials and supplies)	\$2,803.76
• Quote # 3625 – Craddock Lumber Co. (building materials and supplies)	\$4,307.60
• Quote # H6816-5301 – Home Depot ((building materials and supplies)	\$ 471.21
• Quote for Acct # 8021545 – WURTH (building material and supplies)	<u>\$ 462.25</u>
TOTAL	\$8,044.82

WHEREAS, provide clothing and hygiene supplies to juveniles and their families; and

WHEREAS, Facilities Management will build the JJAEP Closet, 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 Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2017 Budget as presented.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED it is recommended that the Juvenile Board approve the Dallas County Juvenile Justice Alternative Education Program FY 2017 Budget as presented.

DONE IN OPEN BOARD MEETING this 27th day of June, 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
Dallas County Juvenile Board



ACTION ITEM

I.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Re-Brief of Funding Source for Administrative Legal Advisor

Background of Issue:

On November 24, 2014, the Juvenile Board (Board Order #2014-160) approved the proposed organizational restructuring of adding an Administrative Legal Advisor to the Juvenile Department. This position was also approved by Commissioners Court (Court Order #2014-1624) on December 2, 2014 and Civil Service on December 15, 2014.

The Administrative Legal Advisor allowed the Juvenile Department the ability to consolidate services, improving organizational effectiveness and efficiencies, while adopting a distinguished service model reflective of organizations seeking to enhance their programs.

We are currently seeking to change the funding source for the Administrative Legal Advisor.

Impact on Operations and Maintenance:

The proposed change will not impact operations. When this brief was originally presented on November 24, 2014, there were two proposed options for funding. They were:

A. The proposed changes planned by the Department are outlined below and include.

Proposed Deletions:

- Delete Program Manager II Position
- Delete Juvenile Supervision Officer (JSO) or

B. We also have the approval to use state Grant A funds, should we decide not to use county funding. If Grant A funds are utilized, there is not a cost to the county.

The Juvenile Department at the time elected to fund the Administrative Legal Advisor position with state Grant A funds as stated in option B. However, with "increasingly reduced" funding from the State, it is best to place the Administrative Legal Advisor position under the Juvenile Department's general fund and reduce our reliance on State funding for this indispensable position.

We are proposing to delete the following county positions and use these deletions for the funding source of the Administrative Legal Advisor. The additional deleted position is to allow the position to pay the JPO stipend rather than use state funding.

The proposed breakdown is as follows:

Proposed Deletions:

• Program Manager II Position	Savings:	\$76,855.53
• Juvenile Supervision Officer	Savings:	\$49,334.18
• Clerk II position	Savings:	\$30,961.57
	Total=	<u>\$157,151.28</u>

Proposed Funding Change for:

• Attorney V (ATT V)	Cost=	\$145,130.19
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Savings associated with deletions and changed funding source: **(\$12,021.09)**

Strategic Plan Compliance:

Recommendations in this briefing are consistent with Dallas County’s Strategic Plan, Vision 1; Strategy 1.3 – *Dallas County provides sound, financially responsible and accountable governance.* This is achieved by ensuring we are looking at other options to reduce our over-reliance on State funds. State funding is currently being reduced over the next four years. This allows us to plan accordingly and use fiscal stewardship of available funding sources.

Performance Impact Measures:

The addition of our own Administrative Legal Advisor has allowed us to provide high-level legal consultation, sound guidance in governance, contract negotiations, and comprehensive representation for/with the Executive Director and Juvenile Board while building a strong Executive Team.

Recommendation:

It is recommended the Dallas County Juvenile Board grant approval for the Dallas County Juvenile Services Department to proceed with the proposed deletions and to switch the funding source for the Administrative Legal Advisor from state Grant A funding to the Dallas County general fund.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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 24, 2014, the Juvenile Board (Board Order #2014-160) approved the proposed organizational restructuring of adding an Administrative Legal Advisor to the Juvenile Department. This position was also approved by Commissioners Court (Court Order #2014-1624) on December 2, 2014 and Civil Service on December 15, 2014; and

WHEREAS, the Administrative Legal Advisor allowed the Juvenile Department the ability to consolidate services, improving organizational effectiveness and efficiencies, while adopting a distinguished service model reflective of organizations seeking to enhance their programs; and

WHEREAS, the Department is seeking to change the funding source for the Administrative Legal Advisor; and

WHEREAS, the proposed change will not impact operations. When this brief was originally presented on November 24, 2014, there were two proposed options for funding. They were:

A. The proposed changes planned by the Department are outlined below and include.

Proposed Deletions:

- Delete Program Manager II Position
- Delete Juvenile Supervision Officer (JSO) **or**

B. We also have the approval to use state Grant A funds, should we decide not to use county funding. If Grant A funds are utilized, there is not a cost to the county; and

WHEREAS, the Juvenile Department at the time elected to fund the Administrative Legal Advisor position with state Grant A funds as stated in option B. However, with increasingly reduced funding from the State, it is best to place the Administrative Legal Advisor position under the Juvenile Department’s general fund and reduce our reliance on State funding for this indispensable position; and

WHEREAS, the Juvenile Department propose to delete the following county positions and use these deletions for the funding source of the Administrative Legal Advisor. The additional deleted position is to allow the position to pay the JPO stipend rather than use state funding, and

WHEREAS, the proposed breakdown is as follows:

Proposed Deletions:

- Delete Program Manager II Position Savings: \$76,855.53
- Delete Juvenile Supervision Officer Savings: \$49,334.18
- Delete Clerk II position Savings: \$30,961.57

Total= \$157,151.28

Proposed Funding Change for:

- Attorney V (ATT V) Cost= \$145,130.19

savings associated with deletions and changed funding source: **(\$12,021.09)**; and

WHEREAS, recommendations are consistent with Dallas County’s Strategic Plan, Vision 1; Strategy 1.3 – Dallas County provides sound, financially responsible and accountable governance. This is achieved by ensuring we are looking at other options to reduce our over-reliance on State funds. State funding is currently being reduced over the next four years. This allows us to plan accordingly and use fiscal stewardship of available funding sources; and

WHEREAS, the addition of our own Administrative Legal Advisor, has allowed the Juvenile Department to provide high level legal consultation, sound guidance in governance, contract negotiations, and comprehensive representation for/with the Executive Director and Juvenile Board while building a strong Executive Team.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board grants approval for the Dallas County Juvenile Services Department to proceed with the proposed deletions and a switch of the funding source for the Administrative Legal Advisor, from state Grant A funding to the Dallas County general fund.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with Big Thought for the JJAEP Summer Camp

Background of Issue:

At its April 25, 2016 Board meeting, the Dallas County Juvenile Board approved the JJAEP Summer Camp: TJJD Prevention, Programming and Placement Award. The Dallas County Juvenile Department will offer a three-week summer camp experience, from July 5, 2016 to July 22, 2016, to serve approximately 12 to 14 non-adjudicated youth, between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip each week, including a dining experience at a local restaurant, and a creative learning experience once a week, provided by Big Thought.

The purpose of this briefing is to request authorization to execute the attached Memorandum of Understanding with Big Thought for the JJAEP Summer Camp.

Impact on Operations and Maintenance:

The services provided by Big Thought will occur at the Juvenile Justice Alternative Education Program location, once per week, over the course of the three-week summer camp. Each four hour day, from 10:00am to 2:00pm, will be broken down into three sessions where each youth will be exposed to different disciplines. The Creative Solutions program will use art to catalyze learning through creative engagement. Professional artists, mentors, and teachers will expose youth to a variety of skill and experience levels, while encouraging participants to learn at their own pace.

Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy.

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:

A Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

The Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,138 from Grant S (Funding Source 466-07128) to support Big Thought's Creative Solutions Program initiatives and JJAEP. This includes teaching artist fees for instruction and planning/training, as well as supplies and administrative support. Total payment for FY2016 will not exceed two thousand one hundred and thirty-eight dollars (\$2,138). Payment will be one installment of \$2,138. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager.

Performance Impact Measures:

The Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. The grant recipients will be required to report performance outcomes as indicated by the solicitation's requirements.

Project Schedule/Implementation:

This agreement is for July 5, 2016 until July 22, 2016.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding with Big Thought for the JJAEP Summer Camp. It is further recommended that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from July 5, 2016 to July 22, 2016, is entered by and between Big Thought and Dallas County Juvenile Department (DCJD) along with the Juvenile Justice Alternative Education Program referred to as (County).

INCORPORATED DOCUMENTS

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

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

ORDER OF PRECEDENCE

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

Big Thought and Dallas County have been working together since 1995.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

ASSURANCES

1. Big Thought understands that under no circumstances should individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Big Thought understands that the names of individual working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Big Thought understands that individuals involved in the Creative Solutions program on behalf of BIG THOUGHT must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Big Thought must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. Big Thought understands that individuals working on behalf of Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Big Thought understands that individuals working on behalf of the Big Thought, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Big Thought will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,138.00 from its Grant S-Prevention and Intervention Programs Funds to support Big Thought as approved in Commissioner's Court on April 25, 2016.
10. Total payment for FY2016 will not exceed two thousand one hundred and thirty-eight dollars (\$2,138.00). County's payment will be one installment of \$2,138.00. At the conclusion of the year, Big Thought will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. County will make payment to Big Thought upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. County's payment will be due to Big Thought within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Big Thought agrees that a temporary delay in making payments due to the county's accounting and disbursement procedures shall not place them in default of this Contract and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date.
14. Big Thought agrees to spend all funds as represented in the Grant S: TJJD Prevention, Programming and Placement Award Application.
15. Big Thought understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with Grant S funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Big Thought agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
17. The Term of this Agreement shall be from July 5, 2016 to July 22, 2016.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

CERTIFICATE OF INTERESTED PARTIES 1295

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

INSURANCE

It is Big Thought's responsibility to make sure it has comprehensive general liability and professional insurance coverage, with minimum limits of \$1,000,000/\$500,000 per occurrence. Big Thought should also possess an umbrella liability coverage with a minimum limit of \$2,000,000.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

Big Thought, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY") against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage, fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM*:

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

CONTRACTOR'S NAME:

BY: 

Jessica Malek, Vice President for Executive Administration
~~Big Thought~~

Glenn Baldwin
CFO
Big Thought

ATTACHMENT A

Contract Specifications

Big Thought-DCJJAEP Summer Camp Creative Solutions Programming

I. **COST: \$2,138.00**

II. **PROGRAM SCHEDULE:**

A. **Service Week:** Juvenile Justice Alternative Education Program - Once per week; a three week program taking place July 5, 2016 to July 22, 2016.

B. **Service Hours:** Fridays, 10:00am to 2:00pm

C. **Service Delivery Location:** Dallas County's Juvenile Justice Alternative Education Program

III. **PROGRAM COMPONENTS**

A. **Frequency:** Each four hour day will be broken down into three sessions where each youth will be exposed to different disciplines. Big Thought will utilize its Creative Solutions program. Creative Solutions uses art to catalyze learning through creative engagement. Professional teaching artist/mentors work with the adjudicated and at-risk youth, accommodating a variety of skill and experience levels as well as permitting and encouraging participants to learn at their own pace.

IV. **PROGRAM MECHANICS**

A. **Length of stay:** Programming will last for 4 hours once a week over the course of a three week period.

B. **Holiday Schedule:** N/A

C. **Summer Schedule:** July 5, 2016-July 22, 2016

D. **Transportation:** N/A

E. **Meals/Snacks:** N/A

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

A. Program Director:

- Bachelor's degree in education, fine or performing arts, or related field
- Minimum 5 years experience in program management, theatrical production or related field
- Minimum 3 years working with at-risk youth

B. Master Artists:

- Bachelor's degree or equivalent experience in fine or performing arts
- A minimum of 5 years experience in arts-in-education.
- A minimum of 3 years experience working with at-risk youth
- A proven track record in developing artistic programs for children
- Experience in developing arts programs that integrate life skills

All positions require:

- High level decision-making skills
- Outstanding communication skills
- Ability to work both independently and as leader of a team
- Ability to meet multiple deadlines
- Commitment and demonstrated ability to produce high quality work
- Discretion and good judgment
- Submission to background check
- Completion of required training which includes, but is not limited to, Dallas County Juvenile Department PREA training and orientation to county policies

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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

B. *Nondiscrimination Authorities*

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 76 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4801), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64, Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13186, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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


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

E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

Including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____


Signature, Authorized Representative of Contractor
VP, Knowledge + Innovation
Title

Date 6/9/16

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Big Thought
Dallas, TX United States

Certificate Number:
2016-60168

Date Filed:
05/23/2016

Date Acknowledged:

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

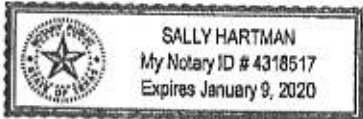
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
JB05
Juvenile/Education

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Sally Hartman
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Iselle Astori, this the 24th day of May, 2016, to certify which, witness my hand and seal of office.

Sally Hartman Signature of officer administering oath
SALLY HARTMAN Printed name of officer administering oath
Notary Public Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June 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, at its April 25, 2016 Board meeting, the Dallas County Juvenile Board approved the JJAEP Summer Camp: TJJD Prevention, Programming and Placement Award. The Dallas County Juvenile Department will offer a three-week summer camp experience, from July 5, 2016 to July 22, 2016, to serve approximately 12 to 14 non-adjudicated, youth between the ages of 12 to 17 years old, who attend the Dallas County Juvenile Justice Alternative Education Program. Youth in the Pre-Adjudication Intensive Supervision (P.A.I.S.) or assessment stage will also be targeted. DCJD aims to offer these youth opportunities to advance their academic knowledge and improve their social skills, while engaging in their community. Each week, DCJD will offer community service projects, a three-day credit recovery lab, a field trip each week, including a dining experience at a local restaurant, and a creative learning experience once a week, provided by Big Thought; and

WHEREAS, the Juvenile Department requests authorization to execute the attached Memorandum of Understanding; and

WHEREAS, the services provided by Big Thought will occur at the Juvenile Justice Alternative Education Program location, once per week, over the course of the three-week summer camp. Each four hour day, from 10:00am to 2:00pm, will be broken down into three sessions where each youth will be exposed to different disciplines. The Creative Solutions program will use art to catalyze learning through creative engagement. Professional artists, mentors, and teachers will expose youth to a variety of skill and experience levels, while encouraging participants to learn at their own pace; and

WHEREAS, Grant Services will administer/monitor the Memorandum of Understanding. Requests for payments related to these initiatives will continue to be processed by the Juvenile Department and will be executed in accordance with Dallas County policy; 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, a Memorandum of Understanding has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers and Form 1295 has been completed per requirements. The agreement requires the signature of the Chair of the Juvenile Board; and

WHEREAS, the Dallas County Juvenile Department agrees to allocate funds in the amount of \$2,138 from Grant S (Funding Source 466-07128) to support Big Thought’s Creative Solutions Program initiatives and JJAEP. This includes teaching artist fees for instruction and planning/training, as well as supplies and administrative support. Total payment for FY2016 will not exceed two thousand one hundred and thirty-eight dollars (\$2,138). Payment will be one installment of \$2,138. This information has been reviewed by Ms. Carmen Williams, Budget Services Manager; and

WHEREAS, the Dallas County Juvenile Department must provide data measuring the results of the work done under this solicitation. The grant recipients will be required to report performance outcomes as indicated by the solicitation’s requirements; and

WHEREAS, this agreement is for July 5, 2016 until July 22, 2016.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Big Thought for the JJAEP Summer Camp. It is further recommended that the Dallas County Juvenile Board authorize the Chairman of the Juvenile Board to execute related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Approval of a Memorandum of Understanding with Child and Family Guidance Center Safety Net Program

Background of Issue:

The Child and Family Guidance Center Safety Net program is a Department of State Health Services (DSHS) grant funded program that is committed to helping the youth of Dallas and Collin counties remain or become drug, alcohol, and tobacco free. They provide SAMSHA approved curriculum-based, youth support groups to ages 11 to 18 years old. Each year the program serves over 1200 youth in small group settings, providing youth the opportunity to acquire skills to better their immediate lives and pave the way for a brighter future. Some of the skills the youth learn are decision making, peer refusal, and communication skills while building a stronger bond with their school and/or home communities.

The Drug Court Diversion Program was established to provide juveniles with court supervised treatment as an alternative to traditional criminal sanctions. Non-violent juveniles, first time drug offenders and/or offenders who have committed a Driving-While-Intoxicated (DWI) offense qualify to participate in the program. The Drug Court Diversion Program continually seeks dedicated treatment services that are developmentally appropriate for adolescents.

The purpose of this brief is to request authorization to execute the attached Memorandum of Understanding with the Child and Family Guidance Center's Safety Net Program.

Impact on Operations and Maintenance:

The Drug Court Diversion Program seeks to enhance the skills and long-term sobriety of the youth served and would greatly benefit from the Safety Net curriculum. Service delivery will be coordinated, administered, and monitored by Drug Court Diversion Program staff to participating youth. The support groups will be facilitated by Child and Family Guidance Center Safety Net professionals with a variety of credentials, including Master's level social worker to Licensed Professional Counselors. Each workshop session will be 60 - 90 minutes in length. The location of the program delivery will be at the Cleophus Steele Courthouse, located at 414 SRL Thornton, Dallas, Texas 75203.

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 attached Memorandum of Understanding with Child and Family Guidance Center Safety Net Program has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Form 1295 has been completed per requirements.

Financial Impact/Considerations:

There is no cost associated with said services, thus having no financial impact on the Juvenile Department or the County.

Performance Impact Measures:

Upon completion of the program the youth will be given an assessment questionnaire on the skills learned through the support groups. The ideal outcomes would be an increase in communication, self-esteem, and good decision making. The Drug Court Diversion Program will also examine if there is a significant decrease in the number of positive urine samples during the session intervals.

Project Schedule/Implementation:

The term of this Memorandum of Understanding shall be from July 1, 2016 to June 30, 2017. The Memorandum of Understanding will be automatically renewed for three additional twelve-month periods, under the same terms and conditions unless one or more of the parties hereto declines to renew this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of the initial term, or the contract is terminated sooner pursuant to the terms of this contract. Under no circumstances shall this Memorandum of Understanding extend beyond June 30, 2020.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Memorandum of Understanding with the Child and Family Guidance Center Safety Net program for the Drug Court Diversion program. It is further recommended that the Dallas County Juvenile Board authorize the Chairperson to execute related documents on behalf of the Juvenile Board.

Recommended by:



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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective from July 1, 2016 to June 30, 2017 is entered by and between Child and Family Guidance Center Safety Net Program and Dallas County Juvenile Department (DCJD) along with the Dallas County Juvenile Department Drug Court referred to as (County).

INCORPORATED DOCUMENTS

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

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

ORDER OF PRECEDENCE

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

SCOPE OF WORK

Contractor agrees to provide services in accordance with the services as described in the Attachment A, Contract Specifications (Exhibit A).

ASSURANCES

1. Child and Family Guidance Center understands that under no circumstances should individuals working on behalf of Child and Family Guidance Center Safety Net Program, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the grant funded program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department's ORI # TX057013G.
2. Child and Family Guidance Center understands that the names of individual working on behalf of Child and Family Guidance Center, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services.
3. Child and Family Guidance Center understands that individuals involved in the Safety Net Program on behalf of Child and Family Guidance Center must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Child and Family Guidance Center must ensure that staff involved in the Program, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.

5. Child and Family Guidance Center understands that individuals working on behalf of Child and Family Guidance Center, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must be trained on Prison Rape Elimination Act.
6. Child and Family Guidance Center understands that individuals working on behalf of the Child and Family Guidance Center, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
7. Child and Family Guidance Center will supply all materials, equipment and durable goods necessary to the program.
8. Child and Family Guidance Center agrees that Dallas County may audit performance data and financial data up to three years after the services are rendered to ensure compliance.
9. The Term of this Agreement shall be from July 1, 2016 to June 30, 2017. This contract will be automatically renewed for three additional twelve month periods, under the same terms and conditions unless one or more of the parties hereto declines to renew this contract by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of the initial term, or the contract is terminated sooner pursuant to the terms of this contract. Under no circumstances shall this contract extend beyond June 30, 2020.

TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

CERTIFICATE OF INTERESTED PARTIES 1295

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

INSURANCE

It is Child and Family Guidance Center's responsibility to make sure that it has a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000.00 for any one (1) occurrence is in place for the Child and Family Guidance Center program. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.

Contractor shall, at all times during the term of this Contract and at its own expense, provide and keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an Employer's liability limit of:

Bodily injury by accident – FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each accident;
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) each employee; and
Bodily injury by disease - FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) policy limit.

INDEMNIFICATION

Child and Family Guidance Center to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "COUNTY" against all claims, demands, actions, suits, losses, damages, liabilities, costs, and/or expenses of every kind and nature (including, but not limited to court costs, litigation expenses and attorney's fees) incurred by or sought to be imposed upon County because of injury (including death), including but not limited to exposure to any infections, communicable or sexually transmitted disease, by any manner or method whatsoever, or damage to property (whether real, personal or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to any act or omission by Big Thought in performance of this Agreement and/or Program, except to the extent such liability, damage fine or expense is the result of negligent acts or omissions of the County.

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE].

DALLAS COUNTY JUVENILE BOARD:

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

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

APPROVED AS TO FORM*:

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

CONTRACTOR'S NAME:

BY: Carol E. Lucky CEO
Carol E. Lucky, Chief Executive Officer
Child and Family Guidance Center

ATTACHMENT A

Contract Specifications

Safety Net Program—Child and Family Guidance Center

I. **COST:** \$0

II. **PROGRAM SCHEDULE:**

A. Service Week: Once per week

B. Service Hours: 60-90 minute sessions

C. Service Delivery Location: 414 SRL Thornton Dallas Texas 75203

III. **PROGRAM COMPONENTS**

A. Positive Action Curriculum Lessons (www.positiveaction.net)

Frequency: Weekly—first 1.5-2 hours of time frame

B. Alcohol, Tobacco, and Other Drug Educational Presentations

Frequency: Weekly-30 minutes of time frame

Alcohol, Tobacco, and Other Drug Educational Activities

Frequency: Weekly-30 minutes of time frame

IV. **PROGRAM MECHANICS**

A. Length of stay: N/A

B. Holiday Schedule: various based on needs

C. Summer Schedule: one Four Week session
mid-July through mid-August

D. Transportation: Provided by participant's family

E. Meals/Snacks: Snacks will be provided by Drug Court Staff

V. **DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS**

- A. 1-2 Certified Prevention Specialists employed and trained by Child and Family Guidance Center per 10 participants
- B.
- C.

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

as if or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. canceling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____

Carl E. Luck
Signature, Authorized Representative of Contractor

6-8-14
Date

CEO
Title

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Family and Child Guidance Centers dba Child and Family Guidance Center
Dallas, TX United States

Certificate Number:
2016-67961

Date Filed:
06/08/2016

Date Acknowledged:

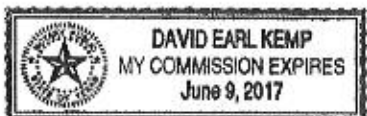
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Dallas County Juvenile Justice

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
JB06
Child and Family Guidance Center Safety Net Program Services

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Carol E. Lucky CEO
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Carol E. Lucky, this the 8th day of June 2016, to certify which, witness my hand and seal of office.

David Earl Kemp Signature of officer administering oath
David Earl Kemp Printed name of officer administering oath
Texas Notary Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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 Child and Family Guidance Center Safety Net Program is a Department of State Health Services (DSHS) grant funded program that is committed to helping youth of Dallas and Collin counties remain or become drug, alcohol, and tobacco free; they provide SAMSHA approved curriculum-based, youth support groups to ages 11 to 18 years old. Each year the program serves over 1200 youth in small group settings, providing youth the opportunity to acquire skills to better their immediate lives and pave the way for a brighter future. Some of the skills the youth learn are decision making, peer refusal and communication while building a stronger bond with their school and/or home communities; and

WHEREAS, the Drug Court Diversion Program was established to provide juveniles with court supervised treatment as an alternative to traditional criminal sanctions. Non-violent juveniles, first time drug offenders and/or offenders who have committed a Driving-While-Intoxicated (DWI) offense qualify to participate in the program; and

WHEREAS, the Drug Court Diversion Program seeks to enhance the skills and long-term sobriety of the youth and would greatly benefit from the Safety Net curriculum. Service delivery will be coordinated, administered, and monitored by Drug Court Diversion Program staff to participating youth. The support groups will be facilitated by Child and Family Guidance Center Safety Net professionals. Each workshop session will be 60 – 90 minutes in length and the location of the program delivery will be at the Cleophus Steele Courthouse located at 414 S. R.L. Thornton in Dallas; and

WHEREAS, the Memorandum of Understanding with Child and Family Guidance Center Safety Net Program has been reviewed and approved as to form by Mrs. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor and Form1295 has been completed per requirements; and

WHEREAS, there is no cost associated with said services, thus having no financial impact on the Juvenile Department or the County; and

WHEREAS, upon completion of the program the youth will be given an assessment questionnaire on the skills learned through the support groups. The Drug Court Diversion Program will also examine if there is a significant decrease in the number of positive urine samples during the session intervals; and

WHEREAS, the term of this Memorandum of Understanding shall be from July 1, 2016 to June 30, 2017. The Memorandum of Understanding will be automatically renewed for three twelve month periods, under the same terms and conditions unless one or more of the parties hereto declines to renew by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of the initial term, or the contract is terminated sooner pursuant to the terms of this contract. Under no circumstances shall this Memorandum of Understanding extend beyond June 30, 2020.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Memorandum of Understanding with Child and Family Guidance Center Safety Net Program and the Department's Drug Court Diversion Program.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Processing Office – Coppell Police Department

Background of the Issue:

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

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

Impact on Operations and Maintenance:

The Coppell Police Department's Juvenile Processing Room 125 located at 130 S. Town Center Boulevard, Coppell, TX 75019 was previously designated as an approved Juvenile Processing Office on January 26, 2015, by this Department and the Dallas County Juvenile Board.

In response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices, the Coppell Police Department's Juvenile Processing Room 125 was personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 3, 2016, and he has determined this site is suitable as a Juvenile Processing Office. The designated room is clearly identified with affixed signage.

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

In calendar year 2015, the Coppell Police Department referred twenty one (21) youth to the Dallas County Juvenile Department. Of the 21 referrals, 13 (61.9%) were White, 6 (28.6%) were Black and 2 (9.5%) were Hispanic. Of the 21 referrals, 20 (95.2%) were male and 1 (4.8%) was female.

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

Strategic Plan Compliance:

This Juvenile Processing Office designation complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*.

Legal Impact:

Law enforcement agencies must follow the Juvenile Justice Code and Code of Criminal Procedure guidelines when processing youthful offenders.

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

SECTION 1. Any juvenile taken into custody and not released in the field by the officer shall be brought immediately to either an office or to an official designated site herein without unnecessary delay and without first being taken elsewhere. The juvenile shall not be permitted contact with any adult who is in custody, charged with, or convicted of a crime.

SECTION 2. The following are "offices or rooms designated by the Juvenile Board where a child who has been taken into custody may be taken pursuant to Section 52.02 and 52.025 of the Texas Family Code, and as such are designated as Juvenile Processing Offices;"

The Juvenile Board also requires Juvenile Processing Offices may be used to complete all investigative and administrative activities related to taking a child into custody, said activities including, but not limited to the following:

- (1) The full investigation of each subject offense for which each child is taken into custody and all related offenses admitted to or alleged to be committed by said child, and may be used for temporary detention, for purposes of investigation of the identity and age of the juvenile, and for purposes of investigating and continuing the investigation of each subject offense and each related offense.
- (2) The completion of investigative and administrative paperwork concerning each subject and related offense and the taking of any oral, written, or magistrate confessions as may occur pertaining to each subject or related offense and for all other related investigative conduct such as fingerprinting, photographing, and other medical and/or scientific examinations or testing necessary to the investigation of the subject or related offenses.
- (3) The creation or completion of any essential forms and records, including, but not limited to, all police reports, offense reports, arrest reports, and supplements to said reports and other reports or records, required by the Juvenile Court or Title 3 of the Texas Family Code or other law or the particular law enforcement agency's procedures.
- (4) The photographing and/or fingerprinting of the child as authorized by Title 3 of the Texas Family Code or other applicable law. Warnings may be issued to the child as required or permitted by Title 3 of the Texas Family Code or other applicable law. An oral or written statement of the child may be taken and warning

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

given pursuant to Title 3 of the Texas Family Code either in said Juvenile Processing Office or before an official designated by the Juvenile Court in Section 3 of the order.

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

Recommendation:

The Juvenile Department recommends the Juvenile Board approve the Juvenile Processing Office for the Coppell Police Department by approving the Juvenile Processing Room 125 located at 130 S. Town Center Boulevard, Coppell, TX 75019 as a Juvenile Processing Office.

Recommended by:



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

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

**JUVENILE PROCESSING OFFICE DESIGNATIONS
DALLAS COUNTY JUVENILE BOARD
(Revised 6/27/16)**

- 1) Addison Police Department
Juvenile Processing / Briefing Room
4799 Airport Parkway
Addison, TX 75001 972-450-7120
Detention Supervisor, Mr. Michael Meharg
- 2) Balch Springs Police Department
Juvenile Room / #1
12500 Elam Road
Balch Springs, TX 75180
Sgt. Walts 972-557-6036 Cell 469-853-3958
- 3) Baylor Health Care Dept. of Public Safety
Police Supervisors Room, Room 100.10-100.13
4005 Crutcher Street, Ste 100
Dallas, TX 75246 214-820-6193
Asst. Chief Jesse Gomez/Det. Marlena Colvin
- 4) Carrollton Police Department
Youth Services Section Rooms 142-JPO1,
143-JPO2, 112-JPO3
2025 Jackson Road
Carrollton, TX 75006
Sgt. Joseph Nault 972-466-4786
- 5) Cedar Hill ISD Police Department
Beltline Intermediate School
Door 5A entrance, Room 1 & 2
504 E. Beltline Rd.
Cedar Hill, TX 75104
Lt. Eddie Thompson 469-272-2088
- 6) Cedar Hill ISD Police Department
Cedar Hill High School-SRO Offices
1 Longhorn Blvd.
Cedar Hill, TX 75104
Chief C.W. Buruss 972-291-1581
- 7) Cedar Hill Marshal's Office
285 Uptown Boulevard, Room 7108
Cedar Hill, TX 75014
Marshall Leland Herron 972 291-1500 Ext.1048
- 8) Charlton Methodist Medical Center
3500 W. Wheatland-Juvenile Processing Office
Dallas, TX 75203
Deputy Chief Howard Hollins 214-947-7711
- 9) City of Combine Municipal Court
Combine Police Department
Judge's Office, Chief's Office
123 Davis Rd. Combine, TX 75159
Chief of Police Jack Gilbert
972-476-8790 (office) / 214-212-5103 (cell)
- 10) Cockrell Hill Police Department
Juvenile Processing Office
4125 W. Clarendon Drive
Dallas, TX 75211
Lt. Heraldo Hinojosa 214-939-4141
- 11) Coppell Police Department
Room 125/ Juvenile Processing Room
130 S. Town Center Blvd.
Coppell, TX 75019
Sgt. Bill Camp 972-304-3593
- 12) Dallas County Hospital District P.D.
Police Roll Call Room
5201 Harry Hines Blvd. Dallas, TX 75235
Capt. Richard D. Roebuck Jr. 214-590-4330

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

Juvenile Processing Offices – Dallas County

- 13) Dallas County Juvenile Justice Department
Detention Center and Probation Department
Detention Center Room B109
Henry Wade Juvenile Justice Department
2600 Lone Star Drive
Dallas, TX 75212 214-698-2200
- 14) Dallas County Juvenile Department
Truancy and Class C Enforcement Center
Interview Rooms 1-4 & Holding Rooms 1-3
414 R.L. Thornton Freeway
Dallas, TX 75203
Marquita Fisher 214-860-4408
- 15) Dallas County Schools P.D.
K9 in Central Control
612 N. Zang Blvd.
Dallas, TX 75208
Lt. Justin Essary 214-944-4542
- 16) Dallas County Sheriff's Department
Rooms C3-6 & C3-7
Frank Crowley Courts Building
133 North Riverfront Blvd.
Dallas, TX 75202
Detective Billy Fetter 214-653-3495
- 17) Dallas Independent School District P.D.
Holding Rooms A&B, Report Room, Shift
Briefing Room
1402 Seegar Street Dallas, TX 75215
Deputy Chief Gary Hodges (by
Communications Manager Wilford Davis)
214-932-5610 or 214-932-5613
- 18) Dallas P.D.-Youth Division and Family Crimes
104 S. Lamar
Duncanville, TX 75201
214-671-3495
Lt. Willemina Edwards/Detective R.P. Dukes
- 19) Desoto P.D.
"Juvenile" Booking and Processing Office
714 E. Beltline Rd.
Desoto, TX 75115
Det. W. Tillman 469-658-3028
- 20) DFW International Airport P.D.
Public Safety Station 1, Conference Room 154
Small & Large Conference Room-CID
2900 East 28th Street
Airport, TX 75261
Sgt. Kara Cooper 972-973-3561
- 21) Duncanville Byrd Middle School
Room # 200F
1040 W. Wheatland Road
Duncanville, TX 75116
Inv. S. Ivy 972-708-3478
- 22) Duncanville High School
Rooms L-105 and A118
900 W. Camp Wisdom Rd.
Duncanville, TX 75116
Inv. John Cole 972-708-3713
- 23) Duncanville Kenner Middle School
Room labeled as "Police, located in Library
7101 W. Wheatland Road
Dallas, TX 75229
Inv. L. Holcomb 972-708-3713
- 24) Duncanville Police Department
Juvenile Processing Room, located in Lobby
203 E. Wheatland Road
Duncanville, TX 75116
Inv. Warren Evans 972-780-5037
- 25) Duncanville Reed Middle School
Room # 509
530 E. Freeman Road
Duncanville, TX 75116
Office R.L. Perry 972-708-3949

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

- 26) Eastfield Community College P.D.
Room #N112-E
3737 Motley Drive
Mesquite, TX 75150
Cpt. Michael Horak 972-860-8344
- 27) Eastfield Community College P.D
Pleasant Grove Campus
Room #112-N
802 S. Buckner Blvd.
Dallas, TX 75217
Cpt. Michael Horak 972-860-8344
- 28) Farmers Branch Police Department
Juvenile Sect Rm. /Rm. 156
Interview Room 204
3723 Valley View Ln.
Farmers Branch, TX 75244
Sgt. T. Eoff 972-919-9352
- 29) Garland Police Department
Room J1008 & J1015
1900 W. State Street
Garland, TX 75042
Supervisor Don McDonald 972-485-4891
- 30) Glenn Heights Police Department
Patrol Sgt. Office, Squad Rm, CID Office & Lt.
Office
550 E. Bear Creek
Glenn Heights, TX 75154
Det. Kevon L. Howard 972-223-3478
- 31) Grand Prairie ISD-S. Grand Prairie High School
A Hall-Resource Office-A121
301 W. Warrior Trail
Grand Prairie, TX 75052
Off. Chris Moore, S.R. Off. 972-522-2560
- 32) Grand Prairie ISD-S Grand Prairie High School
Ninth Grade Center, Room A110C
305 W. Warrior Trail Grand Prairie, TX 75052
Off. T.S. Steelman, S.R. Off. 972-3437607
- 33) Grand Prairie High School
Rooms 501 A&B
101 High School Drive
Grand Prairie, TX 75050
Edward Rahman, S.R. Officer 972-809-5707
- 34) Grand Prairie Johnson D.A.E.P.
Room 11
650 Stonewall Drive
Grand Prairie, TX 75052
Officer Ray Star, S.R. Officer 972-262-7244
- 35) Grand Prairie P.D.
Rooms J1, J2, J3, J4, J5, J6, 1008A, 1009, 1010
& 1029
1525 Arkansas Lane
Grand Prairie, TX 750502
Officer Teresa Coomes 972-237-8746
- 36) Grand Prairie Young Men's Leadership
Academy at Kennedy Middle School
School Resource Office-A216A
2205SE 4th Street
Leon Roddy, S. R. Officer 972-237-8764
- 37) Highland Park Department of Public Safety
Room 331 and Report Writing Room
4700 Drexel Drive
Dallas, TX 75205 and Dallas, TX 75209
Detective Rusty Nance 214-559-9306
- 38) Hutchins Police Department
"Patrol Room"
205 W. Hickman
Hutchins, TX 75141
Asst. Chief D.W. Landers 972-225-2225

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

- 39) Irving Police Department
Juvenile Holding Area, Interview Lineup
Report Writing Room, Report Writing Room,
Community services Division School Resource
Office, Juvenile Intake Lobby & Youth
Investigators Office
305 N. O'Connor Rd. Irving, TX 75061
Lt. Monty Vincent 972-721-2456
Lt. Byron Keyes 972-721-3610
Invest. Jerry Sanderford 972-721-3731
- 40) Irving Police Department
Report Writing Room
5992 Riverside Dr.
Irving, TX 75039
Lt. Monty Vincent 972-721-2456
- 41) Lancaster ISD P.D.
Elsie Robinson Middle School
Juvenile Processing Room LISD Police #86
822 W. Pleasant Run
Office Keith Wilkerson 972-218-3086
- 42) Lancaster ISD P.D.-Headquarters
Juvenile Processing Room 603
814 W. Pleasant Run Road
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 43) Lancaster ISD P.D.-Lancaster High School
'Juvenile Processing Office'
Room G123, Police Office, Room C126A
200 Wintergreen Rd.
Lancaster, TX 75134
Chief Sam Allen 469-261-8889
- 44) Lancaster P.D.
Rooms A148 & B122
1650 North Dallas Avenue
Lancaster, TX 75134
Assistant Chief W.C. Smith 972-218-2726
- 45) Methodist Health System P.D.
Front Lobby
1441 N. Beckley Ave
Dallas, TX 75203
Lt. Steven Turner 214-947-8813
- 46) Mesquite Police Department
Rooms 1016, 1019, 1021, 1022, 2008, 4045 &
4047
777 North Galloway Avenue
Mesquite, TX 75149
Lt. Mitch Kovalcik 972-216-6796
- 47) Ranch View High School
'Juvenile Processing Office' room C1314
8401 Valley Ranch Parkway East
Irving, Texas 75063
Michael Huffman 972-968-5025
- 48) Richland College P.D.
Pecos Hall-Rooms P161, P163, P170 P172 &
Kiowa Hall-Room K110
12800 Abrams Road
Richardson, TX 75243
Lt. Sena 972-761-6758
- 49) Richardson P.D.
Youth Crimes Unit/Rooms D-207, D208 & D211
140 North Greenville Avenue
Richardson, TX 75081
Sgt. Jaime Gerhart 972-744-4862
- 50) Rowlett Police Department
Room 3, Juvenile Processing Room
4401 Rowlett Road
Rowlett, TX 75088
Lt. David Nabors 972-412-6215
Detective David Mayne 972-412-6292

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

Juvenile Processing Offices – Dallas County

- 51) Sachse Police Department
Juvenile Division & Youth Holding Area
Rooms PS116 and PS118
3815 Sachse Rd.
Sachse, TX 75048
Lt. Steve Norris 469-429-9823

- 52) Seagoville Police Department
Law Enforcement Center -
Interview Room and Patrol Room
600 North Highway 175
Seagoville, TX 75159
Manager Christine Dykes 972-287-6834

- 53) Southern Methodist University Police Dept.
Briefing Room 214
3128 Dyer Street Dallas, TX 75205
Lt. Brian Kelly 214-768-1577

- 54) University Park P.D.
Room 215, 2nd Floor
3800 University Boulevard
Dallas, TX 75205
Lieutenant John Ball 214-987-5360

- 55) UT Southwestern Medical Center Police Dept.
Room BLC 206, BLC 214 & BLC 228
6303 Forest Park Road
Dallas, TX 75390-9027
Lt. Jason Bailey 214-648-8311

- 56) Wilmer Police Department
Warrant Office and Patrol Room
219 E. Beltline Rd.
Wilmer, TX 75172
Sgt. Eric Pon 972-441-6565 Ext. 270

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

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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 Juvenile Board is charged with the responsibility of designating Juvenile Processing Offices pursuant to Juvenile Justice Code 51.02 (12), 52.02 (a) and (b), 52.025 (a), 52.027 (f), 52.05 (a) and (b), 52.01 (a) and (c), 58.01 (4), 52.03 (d), 52.041 (c) and (d), and Article 15.27 of the Code of Criminal Procedures; and

WHEREAS, the Juvenile Board of Dallas County previously approved Juvenile Processing sites; and

WHEREAS, the Juvenile Board of Dallas County previously approved the Coppell Police Department's Juvenile Processing Room 125 located at 130 S. Town Crossing Boulevard, Coppell, TX 75019, as a designated Juvenile Processing Office on January 26, 2015; and

WHEREAS, in response to the Juvenile Department's commitment to review all previously approved Juvenile Processing Offices bi-annually and during any changes to the previously approved offices, the Coppell Police Department's Juvenile Processing Office location was personally inspected by Rudy Acosta, Deputy Director of Probation Services on June 3, 2016; and

WHEREAS, during the visit, it was determined by Rudy Acosta that this site is suitable as a Juvenile Processing Office; and

WHEREAS, the Juvenile Processing Office at the Coppell Police Department location complies with the Dallas County Strategic Plan: Vision 3 - Dallas County is *safe, secure, and prepared*; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Coppell Police Department 's Juvenile Processing Room 125 located at 130 S. Town Crossing Boulevard, Coppell, TX 75019 as a Juvenile Processing Office.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



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: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Licensure Renewal as a Functional Family Therapy Provider with Functional Family Therapy, LLC

Background of Issue:

On March 23, 2009, the Juvenile Board approved the Juvenile Department's request to apply for site certification and training to implement a Functional Family Therapy (FFT) program. The Department was subsequently certified and licensed by FFT, LLC. The national FFT organization has copyrighted the program; and we have been providing a best - practices FFT program since this time. FFT requires the completion of a three - phase certification process, and the Juvenile Department completed all three phases successfully by 2011. Between July 2009 and January 2014, the Juvenile Department employed Dr. Stephanie McVea, Ph. D. as a grade IM Psychologist, and she had been assigned to act as the Supervisor of our FFT unit, which currently consists of six, grade EE FFT therapists. Dr. McVea had attended all required training from national FFT to act in this supervisory capacity and to allow us to reach phase III status.

Dr. McVea entered into a professional services agreement with the Juvenile Department from January 1, 2014 to December 31, 2014, subsequently extended through May 31, 2015, to act in the capacity of a contract supervisor for the FFT unit until a replacement supervisor could be trained and was able to transition into the site lead position. During the contract period, a replacement FFT supervisor, Dr. Darius Campinha-Bacote was selected and began completing the required training process. Dr. Darius Campinha-Bacote successfully completed all required training on May 13, 2015, to assume the role of FFT site supervisor

The current FFT LLC contract expires July 26, 2016.

Impact on Operations and Maintenance:

Our FFT program has been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services offered in the ensuing years. FFT is now not only utilized for our youth on Court-ordered probation, as originally designed, but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, Diversion Male Court (DMC), and our newest Youthful Offender Court (YOC). We have future expansion plans for this program as well and it would be most advantageous to the Department to continue the professional services agreement with FFT, LLC as outlined in the contract and continuing to provide this best practices model to the youth and families who are referred to our agency.

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

Legal Information:

The attached professional services contract with FFT, LLC has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Form 1295 has been completed per requirements.

Financial Impact/Considerations:

The Dallas County Juvenile Department shall pay a total \$7,000 shared between two fiscal years beginning July 27, 2016, to July 26, 2017 (fiscal year 2016 and 2017). Payment schedule will be as follows: \$5,000 for the initial payment (due 60 days from start of contract) and four quarterly payments of \$500. Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers and additional training required by new and current Dallas County employees. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue. This information has been reviewed and approved by Ms. Carmen Williams, Budget Services Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's contract with FFT LLC to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Dallas County Juvenile Board Chair or designee to sign related documents on behalf of the Juvenile Board.

Recommended by:



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



FUNCTIONAL FAMILY THERAPY

CONTRACT

This Contract for Services (this "Contract") is made effective as of July 27, 2016 by and between
Dallas County Juvenile Department of 2600 Lone Star Drive, Dallas, TX 75212

and

FFT LLC of 1251 NW Elford Drive, Seattle, Washington, USA 98177.

This Contract will terminate automatically on July 26, 2017 or upon completion of activities listed in Exhibit B.

In exchange for the Phase 3 FFT training and consultation as noted in Exhibit B, Dallas County Juvenile Department will pay FFT LLC in US Dollars according to the following rates and manner noted in Exhibit A.

Confidentiality and Intellectual Property

FFT LLC has developed a comprehensive system for the use of Functional Family Therapy method of treating individuals with severe clinical problems. Herein known as the FFT System, it includes methods, program design, manuals, the web-based CSS system, reports, forms, and training materials that are proprietary to FFT LLC and include Confidential Information, trade secrets, and copyright material. The FFT System undergoes continuous modification and improvements based upon research and experience gained in its application.

Dallas County Juvenile Department understands and agrees that all of the FFT System has significant value from not being generally known to the public. As such:

- a. FFT LLC shall grant to Dallas County Juvenile Department shall accept from FFT LLC, subject to the terms and conditions of this contract, a non-exclusive, nontransferable right and license to use, and permit its FFT trained therapists who are a part of an FFT working group to use, the FFT System in the treatment of individuals with severe clinical problems.

- b. Dallas County Juvenile Department may disclose such portions of the FFT System and its Confidential Information to third party funding organizations as may be reasonably required to obtain funding, market programs, and to provide reasonable required documentation to funding organizations.
- c. Neither Dallas County Juvenile Department nor any of its employees may otherwise use the FFT System except:
 - a. to provide FFT treatment services and assessment;
 - b. to conduct FFT research that is mutually agreeable to FFT LLC and Dallas County Juvenile Department.
- d. Neither Dallas County Juvenile Department nor any of its employees may copy all or any part of the FFT Manual or training materials except with written permission from FFT LLC.
- e. Except as provided above, FFT LLC retains all right, title, and interest to the Confidential Information contained in the FFT System and the intellectual property rights related there to.

FFT LLC's Obligations

- a. FFT LLC will deliver all training and consultation as described in Exhibit B.
- b. FFT LLC shall use data from CSS to construct therapist and site feedback reports to be shared with FFT site.
- c. FFT LLC shall provide password/logon access the FFT CSS web-based system to mutually agreed upon FFT therapists.
- d. FFT LLC shall provide to Dallas County Juvenile Department the FFT methods, program design, manuals, CSS system access, and related FFT reports, forms, herein known as the FFT System, for use with clients in Dallas County Juvenile Department's FFT project.

Dallas County Juvenile Department's Obligations

- a. Dallas County Juvenile Department acknowledges that it is of critical importance that the FFT System be used by licensed organizations in a consistent, adherent and competent manner and in accordance with the highest professional standards.
- b. Accordingly, Dallas County Juvenile Department agrees to comply with all the policies and procedures in the FFT Manual and training materials, as modified by FFT LLC from time to time, in using the FFT System for the treatment of clients. FFT training and consultation shall be provided through working groups of 3-8 FFT trained clinicians who each have their own caseload, who each receive weekly consultation with a certified FFT supervisor or consultant, who use the FFT-CSS system, carry appropriate FFT caseloads with appropriate time allocations for cases, and who have received or are receiving training and consultation commensurate with their model adherence and competence.
- c. Dallas County Juvenile Department agrees that an FFT therapist will maintain a maximum of 12-15 cases (for 40 hours per week) and no fewer than 6-7 cases (20 hours per week). The agency acknowledges that adequate caseload or appropriate time to

learn and apply the model are critical factors in learning, therapist fidelity, and program outcomes.

- d. Dallas County Juvenile Department agrees that all FFT therapists will use the web-based FFT CSS system (www.fftcss.com) as their primary case management / assessment vehicle for FFT cases. Dallas County Juvenile Department acknowledges that the FFT CSS system is an important therapist learning tool that also assists FFT LLC in preparing reports on overall program effectiveness, and therapist adherence/competence. Dallas County Juvenile Department will promptly report any known lapses in CSS use to FFT LLC.
- e. Dallas County Juvenile Department agrees that all FFT therapists will participate in weekly FFT consultations as well as all trainings noted in Exhibit B of this contract.
- f. Dallas County Juvenile Department agrees that FFT therapists will receive training and consultation in work groups of no less than 3 and no more than 8 clinicians.
- g. Dallas County Juvenile Department shall periodically advise FFT LLC of any changes in the nature of the population that is being serviced by the FFT System, and of any policies that affect the frequency, intensity, or fidelity with which therapists can deliver the FFT System.
- h. Under no circumstances shall any professional employee of Dallas County Juvenile Department violate any professional standards or local or state laws in order to comply with the policies and procedures in the FFT Manual.
- i. FFT training can only be done by FFT LLC licensed personnel. Dallas County Juvenile Department acknowledges use of or training in the FFT System does not qualify a clinician or a site to train clinicians in the FFT model.
- j. Dallas County Juvenile Department agrees that FFT therapists will attend all training and consultation identified in Exhibit B of this contract. The agency shall ensure that all of its employees involved with the FFT System are competent and fully trained in the FFT System. Dallas County Juvenile Department shall consult with FFT LLC annually and as needed to identify and execute training and consultation as necessary to assure ongoing continuing education and model adherence/competence.
- k. If a new therapist needs training or if a current therapist needs additional training due to a lack of model adherence or competence, then the site will access the next available replacement training and any other continuing education as considered appropriate by the site and FFT LLC. The site will be responsible for all additional training costs. Those costs are not included in this contract.

Site Certification – Training

Functional Family Therapy Site Certification is a 3-phase process.

Phase 1 focuses on FFT implementation that will build therapist adherence and competence in the FFT model and build a lasting infrastructure at the site that supports clinicians to take maximum advantage of FFT training/consultation. Assessment of adherence and competence is based on data gathered through the CSS, at FFT weekly consultations and via Phase 1 FFT training activities. The objective is that Phase 1 be completed in one year, and not last longer than 18 months. Periodically during Phase 1, FFT personnel provide the site feedback to identify progress toward Phase 1 implementation goals. By the ninth month of implementation, FFT will begin discussions identify steps toward starting Phase 2 of the Site Certification process, including likely candidates at the site to be trained as an FFT on-site supervisor.

Phase 2's goal is to assist the site in creating greater self-sufficiency in FFT, while also maintain and enhancing site adherence/competence in the FFT model. Primary focus in this Phase is developing competent on-site FFT supervision. During Phase 2, FFT trains a site's extern to become the local on-site supervisor. This person shall have no less than a Masters degree in a counseling related field. The supervisor attends two 2-day off site supervisor trainings, and then is supported by FFT through monthly phone consultation. FFT provides one 1-day on-site training during Phase 2. In addition, FFT provides any on-going consultation as necessary and reviews the site's FFT CSS database to measure site/therapist adherence, service delivery trends, and outcomes. Phase 2 is a yearlong process.

Phase 3's goal is to move into a partnering relationship to assure on-going model fidelity, as well as impacting issues of staff development, interagency linking, and program expansion. FFT reviews the CSS database for site/therapist adherence, service delivery trends, and client outcomes and provides consultations and on-site training for continuing education in FFT. FFT staff visits the site one day during the training year and provides monthly one hour support to the identified FFT site supervisor.

New therapists must be trained through FFT replacement trainings. Should the balance of a therapist working group fall below 50% not having received full dosage of Phase 1 training, the site and FFT will enter into discussions to determine what additional training is necessary to create therapist competence.

Use of the web-based CSS, ongoing weekly consultation of a 3-8 person therapist clinical working group from a certified FFT supervisor, FFT appropriate caseloads and time allocations for cases, as well as training and consultation commensurate with the adherence and competence of the FFT working group are necessary for on-going site certification.

Should a local FFT program deviate from what is described in their site application, they must discuss any desired or anticipated changes with their FFT Implementation Consultant.

Certified sites do not make alterations to the FFT program that may negatively impact the ability for site clinicians to adhere to or competently deliver the FFT model.

Indemnification

FFT shall forever waive, release, indemnify, and hold harmless Dallas COUNTY, its assigns, officers, directors, employees, agents, representatives (referred collectively in this Section as "County"), from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of its obligations pursuant to this Agreement by FFT, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "FFT"), (2) FFT's involvement in the specified services under this Agreement, and (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but not limited to, any premises or special defect known or unknown to County, and any injury to individuals present during FFT's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault;

AND FURTHER, FFT, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless Dallas County against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and/or other expenses, of any kind or nature whatsoever (whether based upon tort, breach of contract, patent or copyright infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), including, without limitation, legal and related legal fees and expenses of any kind or nature that are incurred by or sought to be imposed on County arising out of or on account of, or resulting from injury (including death), including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to property (whether real, personal, or inchoate), arising out of or in any way related (whether directly or indirectly, causally or otherwise) to the Agreement and/or specified services. This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. FFT further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of FFT's services by County shall not constitute nor be deemed a release of the responsibility and liability of FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County

for any defect, error or omission in the services performed by FFT, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard. FFT shall defend, hold harmless, and indemnify the County for damages resulting from such defects, errors or omissions. These provisions shall survive termination, expiration, or cancellation of this Agreement or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

In event of claim of loss, damage or indemnity by County against Contractor, Contractor's liability, if any, in excess of its insurance coverage shall be limited to the amount of its fees actually paid under this Agreement.

Sovereign Immunity:

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

Remedies

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period may result in the automatic termination of this Contract.

Research

Any research publication on this FFT project can only occur with the mutual consent of Dallas County Juvenile Department and FFT, LLC.

Entire Agreement

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this contract. This Contract supersedes any prior written or oral agreements between the parties.

Amendment

This Contract may be modified or amended in writing, if the modification or amendment is signed by the party obligated under the amendment.

Governing Law

This Contract shall be construed in accordance with the laws of the State of Texas, United States of America and county of Dallas. Required Certificate of Interested Parties form (HB1295) has been submitted to the Texas Ethics Commission. See Exhibit D

Notice

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Assignment

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Title VI Assurances

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

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

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

EXECUTED IN QUADRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS WHEREOF, we here unto affix our signature this _____ day of _____, 2016

For: Dallas County Juvenile Department

Recommended By:


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

Cheryl Lee-Shannon, Chairman
Dallas County Juvenile Board

For: FFT LLC

Douglas Kopp
Name

President
Title



4/22/16

Signature

Date

By: _____

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

EXHIBIT A: Payment Rates and Procedures

For Phase 3 FFT consultation services, Dallas County Juvenile Department shall pay a total \$7,000 in US Dollars to FFT LLC according to the following schedule:

Initial Payment Due 60 days from start of Contract:	\$5,000
Four Quarterly Payments of:	\$500

Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers. Travel per diem is set in the United States at \$42/day. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue.

EXHIBIT B: Training Detail

Phase 3 of 3: FFT Site Certification includes the following training activities and services:

FFT SUPERVISOR PHONE CONSULTATION

Monthly for one hour, on-site FFT supervisor/team receive phone consultation to assist in providing the certified site clinical consultation on cases and on-going focus on the FFT model.

ADMINISTRATIVE CONSULTATION

FFT will provide on an as needed basis consultation in program design and organization in order to maximize service delivery and model fidelity.

ACCESS TO CSS SUPERVISOR WEB-BASE / RECERTIFICATION

The supervisor will be provided logons and passwords to the supervisor portion of the web-based CSS system. Supervisors will be trained at supervisor training in the use of therapist adherence and competence assessments and use of other site reporting forms that are available on the CSS. During the course of Phase 3, the certified site's database will be reviewed for issues of model adherence, outcome, and service delivery trends for purposes of recertification.

EXHIBIT C: Title VI Assurances/Compliance Policy

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

Services, or the U.S. Department of Education, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient, the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of

the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part 104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. Enforcement

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

Contractor's Full Name: Functional Family Therapy LL



Signature, Authorized Representative of Contractor

CEO

Title

May 20, 2016

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
FFT LLC
1251 NW Elford Drive, WA United States

Certificate Number:
2016-65844

Date Filed:
06/06/2016

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
JB04
Family Therapy Training and Consultation Services

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Annie P. Niemann

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Annie P. Niemann, this the 7 day of June, 2016, to certify which, witness my hand and seal of office.

Stephanie Lara
Signature of officer administering oath

Stephanie Lara
Printed name of officer administering oath

Notary public
Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-XXX

DATE: June 27, 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 27th day of June, 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 March 23, 2009, the Juvenile Board approved the Juvenile Department’s request to apply for site certification and training to implement a Functional Family Therapy (FFT) program; the Department was subsequently certified and licensed by FFT LLC, the national FFT organization has copyrighted the program, and we have been providing a best practices FFT program since this time; and

WHEREAS, the current FFT LLC contract expires July 26, 2016; thus, the Juvenile Department requested the Juvenile Board approve the Juvenile Department entering into a new contract with FFT LLC effective July 27, 2016 through July 26, 2017, as indicated by FFT; and

WHEREAS, our FFT program has been highly successful since its implementation in 2009, and we have expanded both our staff in the program and the services offered in the ensuing years; FFT is now not only utilized for our youth on Court-ordered probation, as originally designed; but we have expanded our client base to include diversion youth and youth in several of our Specialty Courts, such as Girls ESTEEM Court, Mental Health Court, Diversion Male Court (DMC), and our newest Youthful Offender Court (YOC); and

WHEREAS, we have future expansion plans for this program as well and it would be most advantageous to the Department to continue the professional services agreement with FFT LLC as outlined in the contract and continuing to provide the best practices model to the youth and families who are referred to us; and

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

WHEREAS, the attached professional services contract with FFT LLC has been reviewed and approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department’s Administrative Legal

Advisor; and

WHEREAS, the Dallas County Juvenile Department shall pay a total \$7,000 shared between two fiscal years beginning July 27, 2016, to July 26, 2017 (fiscal year 2016 and 2017). Payment schedule will be as follows: \$5,000 for the initial payment (due 60 days from start of contract) and four quarterly payments of \$500. Additionally, Dallas County Juvenile Department will pay travel expenses for FFT trainers and additional training required by new and current Dallas County employees. FFT LLC will invoice Dallas County Juvenile Department for payment of fees and travel expenses accompanied by original documents as they accrue.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department's contract with FFT LLC to maintain the Juvenile Department's designation as a licensed Functional Family Therapy (FFT) site, and to authorize the Chair to sign related documents on behalf of the Juvenile Board.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



ACTION ITEM

N.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: June 27, 2016
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Juvenile Detention Alternatives Initiative (JDAI) Coordinator Professional Services Contract Renewal

Background of Issue:

In May of 2006, the Juvenile Board approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF).

The designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation. June 30, 2009 was scheduled to be the last day of the initial grant. Since then, the Juvenile Department has continued its collaboration with the AECF on a year to year basis. July 1, 2016 will be the beginning of the eleventh year of the JDAI project in Dallas County. The Annie E. Casey Foundation determines the yearly funding for maintenance of the implemented initiatives. Local sites such as Dallas County will receive a smaller award than state sites for maintenance.

Thus, the purpose of this briefing is to seek approval for continued participation in the JDAI project sponsored by the AECF, and the approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project.

Impact on Operations and Maintenance:

The JDAI Coordinator, Dr. Jaya Davis, will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project. The Juvenile Department continues to consistently validate the Risk Assessment Instrument (RAI), which assists in objective decision-making with regard to risk factors; thereby increasing the likelihood that decisions about detaining youth in secure detention will be made based upon risk as opposed to treatment, racial determinates or mental health needs. Additionally, the Department's JDAI committees (Leadership, Ownership and Authority; Collecting and Analyzing Data; Alternatives to Detention; Objective Admissions Policies and Practices; Case Processing Analysis and Changes; Reductions in Special Detention Populations; Reductions in Racial/Ethnic Disparities and Disproportionate Minority Confinement; Conditions of Confinement; and Gender Specific Groups) which include community stakeholders, juvenile judges, attorneys, and juvenile department staff will continue to work in accordance to the development plan for year eleven.

Strategic Plan Compliance:

This request conforms to the Dallas County Strategic Plan – Vision 3 *Dallas County is safe, secure, and prepared by synchronizing data collection systems and processes across local government entities and departments.* In addition, the

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

current proposal adheres to Vision 3 by convening local criminal justice partners to identify and expand detention and sentencing alternatives with regard to the professional services contract with Dr. Jaya Davis as the JDAI Coordinator.

Legal Impact:

The professional services contract with Dr. Jaya Davis has been reviewed by the Department's Administrative Legal Advisor, Ms. Denika Caruthers. She has approved this contract as to form.

Financial Impact/Considerations:

The Juvenile Department has received JDAI funding in the amount of \$15,000 a year following the initial award for the first three years of our participation. The Year 11 monetary award is expected to be \$15,000 as well, based on conversations with the Annie E. Casey Foundation. There is a rollover balance of \$3,606 from last year's award, thus the total available funds for this year will be \$18,606. The current professional services contract budget totals \$12,000 for the JDAI consultant. This stipend will come from the funds that are available from the Annie E. Casey Foundation grant. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the professional service contract renewal with Dr. Jaya Davis as coordinator of the JDAI project.

Recommended by:



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

PERSONAL SERVICES CONTRACT

TO VALIDATE, IMPLEMENT, AND EVALUATE THE RISK ASSESSMENT INSTRUMENT UTILIZED IN
THE JUVENILE DETENTION ALTERNATIVE INITIATIVE PROJECT

**BETWEEN
DR. JAYA DAVIS PHD
AND
DALLAS COUNTY JUVENILE BOARD
ON BEHALF OF
DALLAS COUNTY JUVENILE DEPARTMENT**

1. PURPOSE

This Contract is entered into by Dr. Jaya Davis ("Consultant") and Dallas County Juvenile Board ("DCJB") on behalf of the Dallas County Juvenile Department ("DCJD") to validate, implement, and evaluate the Risk Assessment Instrument (RAI).

2. TERM

The term of this Contract shall be effective from July 1, 2016 through June 30, 2017 unless terminated earlier under any provision thereof.

3. ENTIRE CONTRACT

This Contract, including all Exhibits, and Addendum, constitutes the entire Contract between the parties hereto and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

4. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Contract only during, and in respect of their successive periods as County during the term of this Contract.

5. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired and such remaining provisions shall remain in full force and effect.

6. DEFAULT/WAIVER/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Consultant has a duty to mitigate damages.

7. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

8. BINDING CONTRACT / PARTIES BOUND

Consultant warrants and certifies that he has full authority to execute this Contract.

9. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

10. NUMBER AND GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

11. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

12. SCOPE OF WORK

The contractor agrees to provide services in accordance with Attachment A, and as outlined and described in the Juvenile Detention Alternative Initiative Implementation Plan, both of which are incorporated by reference into this contract.

13. AMENDMENTS

This Contract may be amended during the term of same, and any such amendments shall be in writing and duly executed by the parties hereto. No amendment to this agreement shall become effective and County bound by such amendment until approved by formal order of the Dallas County Juvenile Board.

14. TERMS AND CONDITIONS OF PAYMENT

County agrees to compensate JDAI Consultant for approved budget expenses incurred, subject to the following limitations:

- A. The maximum total not-to-exceed amount to be paid under this Contract will be Twelve Thousand dollars and no 00/100 (\$12,000.00). Consultant will be paid on a monthly basis at a rate of One Thousand dollars and no 00/100 (\$1,000).
- B. County will only be obligated to pay those funds as specified and expended in accordance with the Contract (as set forth in part A above).
- C. County will make payment to Consultant upon receipt of a verified and proper billing in accordance with Texas Government Code, Chapter 2251.
- D. Consultant agrees to submit complete, fully documented and accurate billings, which will include dates of service.
- E. Payment is explicitly contingent on receipt of funds pursuant to an agreement between County and Annie E. Casey Foundation.
- F. Any dispute between the parties regarding County's payments to Consultant for services rendered under this Contract will be resolved by the County Auditor. In the event that the Consultant is dissatisfied with the decision of the County Auditor, such controversy shall be submitted to the County Commissioner Court, whose decision shall be final.

15. REPORTING AND ACCOUNTABILITY

- A. **REPORTING:** Consultant agrees to submit all required documentation on a timely basis. Billings for services provided are due at the DCJD no later than the last weekday of the month following the month in which services were provided. Penalties for delinquent reports may include withholding of payments until such time all reports are received, cancellation of the Contract with no obligation to pay for undocumented services, or both.
- B. **ACCESS TO AND RETENTION OF RECORDS:** Consultant agrees the County, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, digital files, or other records of Consultant that are pertinent to the award, in order to make audit, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to County fiscal and program personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. Consultant's failure to perform its obligations, duties, and responsibilities in accordance with all terms and conditions of this Contract may result in termination of this Contract and will be considered in any future allocations of grant funds administered by County. All client records are the property of the County. County retains the right to have access to the Consultant's records or obtain copies for audit, litigation, or other circumstances that may arise. Any disclosure or transfer of records shall conform to the confidentiality provisions contained in this Contract.

These documents shall be maintained and retained by the Consultant for a minimum of five (5) years after the termination of the Contract period. If any litigation, claim, or audit involving these records begins before the retention period expires, the Consultant shall retain the records and documents for not less than five (5) years or until all litigation, claims, or audit findings are resolved, whichever is later.

C. **INDEMNITY AND BONDING:**

Consultant assures that it is an independent contractor and not an agent, servant, or employee of County. **Consultant agrees that it will protect, defend, indemnify, and save whole harmless County and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by person, persons, or property, on account of, or arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Consultant or any agent, servant, employee or subcontractor of the Consultant in the execution or performance of this Contract. Consultant further agrees to the extent allowed by Texas law to protect, indemnify and hold County harmless against and from any and all claims and against and from any losses, costs, damages, judgments or expenses, including attorney's fees arising out of the breach of any of the requirements and provisions of this Contract or any failure of Consultant, its employees, officers, agents, subcontractors, invitees, or assigns in any respect to comply with and perform all of the requirements and provisions hereof.**

Approval and acceptance of Consultant's work by the County shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, subcontractors, agents and Consultants for the accuracy and competency of their work; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared by the Consultant, its employees, subcontractors, agents or Consultants. In this regard, the Consultant shall defend, hold harmless and indemnify the County for damages resulting from such defects, errors or omissions.

16. SUBCONTRACTING

Consultant may not enter into agreements with any subcontractors unless Consultant has received prior written approval from County. Any subcontracts entered into by Consultant shall be in writing and contain the same terms and conditions as set forth in this Contract. Consultant agrees that it will be responsible to County for the performance or lack of performance of any subcontractor.

17. REALLOCATION OF FUNDS

Consultant recognizes that the DCJD may reallocate all or part of the funds under this Contract due to non-achievement of professional services, or other just cause during the Contract period. The County allocation/reallocation policy will be utilized in determining an alternate Consultant.

Consultant shall immediately notify the person designated by the Dallas County Juvenile Department, of any problems, delays, or adverse conditions which will affect the ability of the Consultant to perform its obligations under this contract. Any such notice shall include a statement of actions taken or contemplated to be taken by the Consultant to resolve such problems, delays, or adverse conditions.

18. CONTINGENCIES

Notwithstanding anything to the contrary herein, any payment under this Contract shall be expressly contingent upon the receipt of funds from Annie E. Casey Foundation. In the event insufficient funding or the complete lack of funding by Annie E. Casey Foundation, Consultant shall have no right of action against County.

19. ASSURANCES

- A. Consultant assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part under this agreement.
- B. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law including, but not limited to, those pertinent rules and regulations of the United States of America and State of Texas or any political subdivision.
- C. Consultant assures it will not transfer or assign its interest in this Contract without written consent of County.
- D. Consultant, by acceptance of funds provided under this Contract, agrees and ensures that personnel paid from these funds are duly licensed and/or qualified to perform the required services. Consultant further agrees and ensures that all program and/or facility licenses necessary to perform the required services are current and that County will be notified immediately if such licenses become invalid during the term of this Contract.
- E. Consultant assures that funds under this grant will not be used for lobbying Congress, the legislature, or any agency in connection with a particular contract.
- F. Consultant agrees to comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age

Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) that may apply. (Attachment C).

- G. Consultant will comply with Public Law 103-333, Section 508, which requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Consultant shall clearly state the percentage of the total costs of the program or project that will be financed with federal money, the dollar amount of funds for the total project or program, and the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- H. Failure to comply with any of the signed assurances may jeopardize the continuation of this Contract and may result in the disallowance of funds and the withholding of future awards.
- I. The person(s) signing and executing this Contract on behalf of Consultant, or representing themselves as signing and executing this Contract on behalf of Consultant do hereby warrant and guarantee that he, she or they have been duly authorized by Consultant to execute this Contract on behalf of Consultant and to validly and legally bind Consultant to all terms, performances and provisions herein set forth.
- J. Consultant will comply with the requirements of the Immigration Reform and Control Act of 1986, 8 USC 1324a(b)(1) and Immigration Act of 1990, 78 USCA 1101, regarding employment verification and retention of verification forms for any individual hired on or after November 6, 1986, described in this application who will perform any labor or services.
- K. Consultant understands that reimbursement for costs under this Contract shall be in accordance with all applicable state and federal rules, regulations, cost principles, and other requirements relating to reimbursement with federal and state grant funds.
- L. Consultant agrees to adhere to confidentiality requirements and further agrees that Consultant will not engage in activities that advocate or promote the violation of state or federal laws.
- M. Under Section 231.006, Texas Family Code, Consultant certifies to County that Consultant is not delinquent in any child support obligations and therefore eligible to receive payment under the terms of this Contract. Consultant hereby acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

20. PUBLICATION RIGHTS

The Consultant may copyright any work that is subject to copyright and was developed, or for which ownership was purchased. County reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for state and local purposes, and to authorize others to do so.

21. TERMINATION

County may, upon thirty (30) calendar day's written notice to the Consultant, terminate all or any part of this Contract in any one of the following circumstances:

- A. If the Consultant fails to comply with County's reporting requirements, the objectives, the terms, conditions, or standards of this Contract, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Contract.
- B. If the Consultant fails to perform the work and services required by this Contract within the time specified herein or any extension thereof.
- C. If funds allocated by Annie E. Casey Foundation become reduced, depleted, or unavailable during the Contract term.

County may immediately terminate or suspend this Contract to protect the health and safety of clients.

Termination of the Contract will be effectuated by delivering to the Consultant a written notice of termination specifying to what extent performance of work under the Contract has been terminated and the effective date of termination. After receipt of said termination notice, the Consultant shall stop work under the Contract on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, the Consultant will not incur new obligations and will cancel any outstanding obligations. To the extent state funds are available and reimbursement is permitted, County will reimburse the Consultant for non-canceling obligations which were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all unspent funds which were paid by County to the Consultant under this Contract shall be returned to County.

22. SUSPENSION

- A. Should the County desire to suspend the work but not terminate the Contract, the County will issue a written order to stop work setting out the terms of the suspension. The Consultant will stop all work and cease to incur costs during the term of the suspension.
- B. The Consultant will resume work when notified to do so by the County in a written authorization to proceed. Suspension of work does not automatically extend the date of performance for the Contract period. If additional time is required to complete the work because of the suspension, a mutually agreed Contract amendment will be executed in accordance with Article 13 (Amendments).
- C. If Consultant is delayed by the County due to a suspension of work, or otherwise, the Consultant's sole and exclusive remedy for delay shall be the right to a time extension for completion of the Contract and not damages.

23. CERTIFICATE OF INTERESTED PARTIES FORM 1295

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

24. ACCEPTANCES

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

25. CHOICE OF LAW AND VENUE

This Contract is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas

Civil Remedies Code and all applicable State of Texas and Federal laws. This Contract and all matters pertinent hereto shall be enforced in accordance with the laws of the State of Texas. Exclusive venue for legal action between the parties arising from this Contract shall be in Dallas County, Texas.

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

EXECUTED this the _____ day of _____, 2016

DALLAS COUNTY JUVENILE BOARD:

CONSULTANT:

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

BY: 
Dr. Jaya Davis, Ph.D.

RECOMMENDED:

BY: _____
Terry S. Smith, Ph.D.,
Director, Dallas County Juvenile Department

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

ATTACHMENT A

OF THE PERSONAL SERVICES CONTRACT WITH Dr. Jaya Davis

Deliverable Task and Written Documentation
Task No. 1: Serve as the JDAI Project Coordinator and primary liaison with the Annie E. Casey Foundation. Written Documentation: Quarterly Status Report
Task No. 2: Plan and facilitate stakeholders meetings and coordinate activities of smaller working groups. Written Documentation: Quarterly Status Report
Task No. 3: Identify appropriate training, technical assistance and site visits. Written Documentation: Quarterly Status Report
Task No. 4: Develop and maintain a mechanism for keeping all stakeholders informed of the projects progress on a regular basis. Written Documentation: Quarterly Status Report
Task No. 5: Prepare written reports as required by the Annie Casey Foundation or as requested by the Juvenile Board. Written Documentation: Quarterly Status Report
Task No. 6: Other duties as recommended by the Annie E. Casey Foundation JDAI project staff and/or the Juvenile Board. Written Documentation: Quarterly Status Report
Task No. 7: Prepare end of year report for Annie E. Casey Foundation – Dallas County JDAI contract year. Written documentation: Final Report
Task No. 8: Prepare a comprehensive end of project report publishing an overview of the project that includes outcome measures of the five year Dallas County Juvenile Department Annie E. Casey Foundation JDAI Initiative report. Written documentation: Final Published Report

ATTACHMENT C

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

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

E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____



Signature, Authorized Representative of Contractor

6/21/14

Date

Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1011

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-67104

Date Filed:
 06/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Jaya Davis
 Arlington, TX United States

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

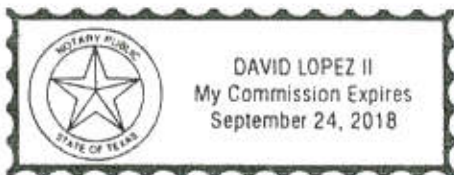
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 JB-06
 Juvenile Detention Alternative Initiative Site Coordinator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jaya Davis	Arlington TX USA	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Jaya Davis
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said JAYA DAVIS, this the 22 day of JUNE, 2016, to certify which, witness my hand and seal of office.

David Lopez
 Signature of officer administering oath

DAVID LOPEZ
 Printed name of officer administering oath

OFFICER
 Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2016-xxx
DATE: June 27, 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 27th day of June, 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 Juvenile Board in May 2006, approved participation in the Juvenile Detention Alternatives Initiative (JDAI) sponsored by the Annie E. Casey Foundation (AECF); and
WHEREAS, the designation as a JDAI replication site initially included a three-year grant award payable in increments of \$100,000 for each year of implementation, and the department has since received \$15,000 for each subsequent year; and
WHEREAS, the Dallas County Juvenile Department is seeking approval of a professional services contract renewal with Dr. Jaya Davis for coordination of the JDAI project; and
WHEREAS, the current professional services contract budget totals \$12,000 for the consultant and all funds are available from the Annie E. Casey Foundation grant; and
WHEREAS, the JDAI Coordinator will continue to assist in compiling qualitative and quantitative data required for the completion of the JDAI project; and
WHEREAS, this request conforms to the Dallas County Strategic Plan – Vision 3 Dallas County is safe, secure, and prepared by expanding disposition alternatives with regard to treatment for youth/families involved in the juvenile justice system.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approve the Juvenile Department’s continued participation in the JDAI project sponsored by the AECF. It is also recommended that the Juvenile Board approve the renewal of the professional service contract with Dr. Jaya Davis for coordination of the JDAI project.

DONE IN OPEN BOARD MEETING this 27th day of June, 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 Judge Cheryl Lee Shannon, Chairman
Dallas County Juvenile Department Dallas County Juvenile Board



DISCUSSION

ITEMS

VII



DISCUSSION

ITEM

0.

Director's Report Academy for Academic Excellence (AAE): May 2016

AAE hosted a Parent Academy on Saturday, May 14th. Sixty-two (62) families from across the District attended as well as thirty-five staff members. We had several vendors such as Bear Creek Dental, the Fire Department, Dallas County Health and Human Services, Parent Engagement Sponsor, and even radio stations available to offer support and encouragement to parents and children. There were activities for parents and students to participate in such as basketball, board games, and a video arcade as well as drawings for prizes for students and parents alike. SAU had the best representation of parents and students from AAE.

The Food Bank provided 428 families with food during the 2015-2016 school year.

AAE closed the school year with an enrollment of 525 students and nine (9) students enrolled in the GED program for a total of 534 students.

**ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
May 2016**

DR. JEROME MCNEIL DETENTION CENTER (JDC) - CAMPUS (001):

Quote of the Month

"Leadership and learning are indispensable to each other." **John F. Kennedy**

Latest Campus Enrollment

Total Enrollment	297
SPED - Total Students	57
Section 504	0
ESL - Total Students	53

Instruction at a Glance

Teachers continue to follow the TEKS to keep the focus on preparing our students for upcoming state assessments. Our students have participated in focused and targeted instruction both designed and implemented by the teaching staff. Students received interventions and remediation as prescribed based on several sources of data test scores, informal assessments and computer software.

This month the students prepared for the spring semester examinations by focusing on various reading comprehension strategies and vocabulary development activities introduced through the Science Research Associates (SRA) Reading Lab system, teacher-made assessments, and a review of the concepts taught throughout the semester. Similarly this month the students continued to read novels from the Bluford Series – a series of realistic fictional texts. The students were asked to analyze the texts by doing lessons and activities that required them to explore the book deeper by way of discussions and writing about character traits, author's motivation, sequencing, comparisons and contrasts, themes, main idea, setting, etc. The final book project will include a cover page that represents the characters in the book or a 3-D illustration of the key conflicts and resolution of the novel.

The educational staff would like to take this opportunity to thank the facility staff for making this a great school year. We have worked together to ensure that the students have been provided with a meaningful experience that transcends the walls of this campus. We wish the students the best in their future endeavors and look forward to shaping and molding the minds of others!

Ardis McCann, Campus Administrator

Sheterric Malone, ACA

DAY REPORTING CENTER (DRC) - CAMPUS (002):

- Conducted weekly common planning and staff meetings to address student progress from the mandated curriculum and successful transition from program.
- Case Managers continued notification to parents/guardians and probation officers regarding student progress, absenteeism, etc.
- North Texas Food Bank distributed to Dallas County Juvenile families at the request of the students/parents.
- During the month of May five (5) GED students tested. 1 student successfully completed all portions of the GED exam. 2 students in their first attempt successfully completed the math portions of the exam.
- STAAR/EOC test administrations were conducted May 2-5 and again on May 9-13.
- On May 16th a presentation by Trafick 911 was conducted on the DRC campus. The presentation was very informative and well received by the students.

- Anger management sessions were conducted for students on Wednesdays during the month of May by the campus psychologist.
- An end-of-year luncheon was held for all DRC students on May 31st. A feast of chili-cheese hotdogs, chips, drink, and dessert was served.
- We send off Ms. Dassa Giles, Ms. G, as she begins the Retirement Chapter of her life! Best wishes and thanks for all you have done for the youth in the county.

Monique Paige, Instructional Manager

MEDLOCK/YOUTH VILLAGE – CAMPUS (003):

Latest Campus Enrollment

Total Enrollment	123
Medlock Students	62
Youth Village Students	54
Youth Village Youth Offenders	7
SPED - Total Students	42
Medlock SPED	24
Youth Village SPED	18
YV 504 Students	1
Medlock 504 Students	1
ESL – Total Students	15
Medlock ESL	10
Youth Village ESL	5

The summer has arrived and the Medlock Youth Village (MYV) continues to shine and is proud to acknowledge significant gains in achievement during STAAR Spring testing. We are especially thankful of the extra efforts of our teachers and clerical staff who worked with students to help emphasize the importance of taking the state assessment seriously.

The Medlock Youth Village campus held a career and vocational fair with over 25 professionals from various professions; from plumbing to law. Some of the special guest presenters included newly elected Dallas ISD School Board Member Jaime Resendez, Esq., newly elected DeSoto City Councilwoman Candice Quarles, and Flava TV and 97.9 Radio Personality Rock T.

In an effort to stimulate pride in the campus, the staff honored several A/B honor roll students for the 5th and 6th six weeks. In addition, we recognized the Youth Village Students/Residents of the Week for the month of May. 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

The Medlock Youth Village participated in the second round of the Spring STAAR test administration. Teachers have been using STAAR release test as diagnostic test on all of the students in order to identify the students' strengths and weaknesses in preparation for the test and will continue as they prepare for the Summer Administration. The Data Controller and the Testing Team are researching those students who will be testing in the Summer Administration.

STAAR Results – Student Success Initiative (SSI)

The 5th and 8th grade reading and math results have been reported to students and parents. There were a total of 29 students in the 8th grade that tested; 10 were successful on the reading test. Unfortunately, none of the 8th graders passed the math test. In addition, there were a total of three (3) students in the 5th grade that tested; unfortunately, none of the students passed the math or reading tests. However, the results were quite encouraging because the students that were unsuccessful were extremely close to meeting standard and were often less than three correct questions short of passing. Planned interventions have taken place and targeting the students' deficiency areas to prepare them for the June Administration of the STAAR 8th Grade math and Reading Tests. In addition, the students will participate in an abbreviated summer school focusing on accelerated instructions for the students who require targeted assistance.

STAAR Results – End of Course (EOC) Exams (High School)

Medlock and Youth Village's high school students took the STAAR End of Course State Assessment in May. On the Algebra I test, 12 of the 36 testers were successful with one student scoring commended. On the English I test, 11 of the 40 testers were successful and seven (7) of the 25 English II testers met standard. On the Biology exam, more than 50% passed with 18 of 32 testers meeting standard. The US History scores were the most promising with 60% of all testers passing and one student received a commended rating on the test. Students that were not successful on any of the end of course exams will have the opportunity to test in July.

Report Cards

The 6th Six Weeks ended on June 2nd. Report cards were mailed to parents and students received copies. We recognized both the A Honor Roll students and A & B Honor Roll students.

Dropout Recovery - Accelerated Instruction Program

Staff continues to identify students that are over-aged and under-credited to participate in the Academy for Academic Excellence Accelerated Instruction Program at DRC. We are currently working with three students who were promoted through the program. Two of the three students successfully passed the 8th Grade STAAR reading test. All three will take the math test in June and one will take the reading during that testing administration. It is our hope that these students will be successfully promoted to the 9th grade because of their participation in the program this academic year.

Aubrey Hooper, Campus Administrator

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

Total Enrollment - 42

SPED Total Students - 3

ESL Total Students - 12

Instruction at a Glance**Science**

During the final 6-weeks the Science class started an animal project over the classification of animals that included the following:

- 5 Key Characteristics/general features of the animal
- How they receive nutrients
- Description of their place in the food web
- Reproduction and mating habits
- 10 unusual or interesting facts

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

Students had to create a food web that included the following information:

- A food web constructed on poster board including hand drawn or printed pictures of organisms found in the habitat
- 8 producers
- 5 primary consumers
- 4 secondary consumers and 3 tertiary consumers

Math

The students drilled for the STAAR EOC-Algebra I, 7th grade and 8th grade Math Re-Test.

English

The English class spent the majority of the month revisiting previous TEKS taught throughout the year. The upper classmen reviewed SAT and ACT vocabulary. This introduced them to higher order verbiage while checking for understanding. The students were tasked with choosing a vocabulary word and using it to write a poem. This increased higher order critical thinking while allowing them the freedom to express themselves creatively. The 8th graders prepared for STAAR re-tests.

Campus Life at a Glance

SAU had 11 students that worked extremely hard and recovered 23.5 credits. SAU also had a field trip to the Zoo where the students attended two (2) educational sessions called Daily Keeper Talk where they were up close and personal with koalas, tigers, warthogs and meerkats.

Christina Bradford, ACA

LETOT - CAMPUS (005):

End of Month Campus Enrollment

Total Enrollment	24 shelter/17 RTC
SPED - Total Students	1 shelter/1RTC
ESL - Total Students	4 shelter/2 RTC
504 – Total Students	1 shelter

Instruction at a Glance

May is when we touch the pot of gold at the end of the rainbow. Teaching and learning isn't best measured by only looking at meeting standards or not, it's most genuinely assessed by student individual academic and personal growth. At Letot there was plenty to document. During the last week of May, three (3) girls that practically opened the RTC program, have met all their milestones and will be discharged successfully.

Two of the girls passed all of their State End of Course Exams and are excited about returning to their home school in the fall, on grade level or supported with credit recovery, and only needing to complete their coursework for graduation. That's huge! There are five (5) exams required: English I & II, Algebra I, Biology and U.S. History. All three (3) girls in RTC that took the U.S. History exam passed it! That's 100 % passing. Two (2) girls passed the challenging Biology exam this spring, another passed in December.

Probably most poignant was one student who took the STAAR-A Biology, a modified test, passed. What confidence and what smiles were seen at RTC during the final days of school. Great work with patience and perseverance from content teachers Mrs. Harned and Mr. Bailey, and Computer Application teacher, Mrs. Tinnell.

Shelter students also were successful. There was one student, an 8th grader, who was an honor student. He not only took the 8th grade STAAR test, but passed his English I and Algebra I EOC's which earned him those high school credits.

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

(He previously completed the courses). Were it not for the awareness and understanding of content teachers Mr. Cardenas and Ms. Flores, this student may not have been prepared for these exams that many upperclassmen across the state may still be trying to pass!

Teachers at Letot provide instruction to students who are simultaneously working through personal and sometimes deep rooted issues, yet measured academically the same as all students across the state. When the Assistant Campus Administrator, Ms. Flinn sat down with each of the 8th grade students and showed them their growth on their must-pass Reading and Math tests, even though they will participate in the summer course, there was a sense of accomplishment and encouragement each of them felt and they are actually looking forward to even smaller group time in preparing for the 3rd administration. They asked appropriate questions and are taking ownership in their part of their own education. There's a funny insurance commercial that says "droppin dimes". Well, at LETOT Shelter/RTC we're dropping gold coins!

Campus Life at a Glance

Two weeks of testing took up most of May. RTC students continued working with Volunteer Erika Taylor on a newsletter during tutoring/enrichment once a week. Teachers on Shelter side participated in support of the program planned Field Day, which had to be held in the gym due to the rain and muddy weather at Rock Creek Park where we had planned to hold the event. Students paused during class to remember all those who have given their lives leading into the Memorial Day weekend. A school inclement weather make-up day on Friday the 27th made it a well-deserved 4-day hiatus for students and staff. The potential at Letot for gold that spills out of the pot is incredible. Everything that was achieved by staff and students this year could not have been done without the support of Instructional Manager, Monique Paige and our own Deputy Director Karen Ramos.

Sheri Flinn, ACA

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of May 2016:			District Total Enrollment: 518		
District Average Daily Attendance			489 (94.40%)		
District Special Education Student Population			152 (29.34%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	282	30	122	46	38
New Students	143	14	15	12	24
Withdrawals	109	27	17	19	21
Avg. Daily Attendance	279	19	121	34	36
Avg. Daily Enrollment	282	30	122	46	38
Attendance Average	98.94%	63.33%	99.18%	73.91%	94.74%

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	48	(15.89%)	06	(16.67%)	00	(0.0%)	08	(19.05%)	33	(80.49%)
Male	254	(84.11%)	30	(83.33%)	123	(100%)	34	(80.95%)	08	(19.51%)
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	2		0		0		0		0	
5	4		0		3		0		0	
6	14		0		7		1		0	
7	34		4		11		2		3	
8	52		5		29		7		6	
9	137		24		54		22		22	
10	45		3		16		8		7	
11	12		0		3		2		3	
12	2		0		0		0		0	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	5		0		1		0		0	
12	6		0		1		0		0	
13	15		0		7		1		3	
14	38		3		18		3		10	
15	75		6		30		8		11	
16	113		10		37		16		13	
17	48		15		29		14		4	
18+	1		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	137	(45.36%)	14	(38.89%)	74	(60.16%)	11	(26.19%)	22	(53.66%)
Caucasian	18	(05.96%)	2	(05.56%)	12	(09.76%)	4	(09.52%)	2	(04.88%)
Hispanic	143	(47.35%)	20	(55.56%)	36	(29.27%)	27	(64.29%)	17	(41.46%)
Native American	3	(00.99%)	0	(00.00%)	0	(00.00%)	0	(00.00%)	0	(00.00%)
Other/Asian	1	(00.33%)	0	(00.00%)	1	(00.81%)	0	(00.00%)	0	(00.00%)

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



ACTION ITEMS

VIII



ACTION ITEM

P.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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: June 27, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Academy for Academic Excellence Budget FY 2017

Background of Issue:

In September 1998, the Dallas County Juvenile Justice Charter School Board was granted the authority to operate an open-enrollment Charter School. In July 2012, the name was changed to Academy for Academic Excellence (AAE) to support and encourage an optimistic learning succession that results in positive outcome for our students. A proposed budget for expenditures is presented annually to the Academy for Academic Excellence Charter School Board for approval. Staff updates revenue projections throughout the school year as additional funding is received.

The purpose of the brief is to seek approval for the AAE FY 2017 Budget.

Impact on Operations and Maintenance:

In constructing a fiscally responsible budget, it was necessary to critically examine the staffing patterns and spending trends to appropriately provide quality educational services. This proposed budget provides estimates for revenues for FY 2017 which includes State-Aid, Title I Part A, Title I Part D, Title II, Title III, and Idea B, of \$6,711,675 which is an increase from last year's budgeted revenues by approximately \$260,881. Proposed expenditures account for 92% of salaries and 8% of operating expense.

The expected percentage of increase of salaries is currently unknown until decisions are made by the Commissioners Court. AAE's FY 2017 Budget was generated with a proposed 6% increase.

Line items for school supplies, teacher supplies, computer hardware, computer software, mileage reimbursements, textbooks, Region 10 Administrative Services, training, and transportation are still at the amounts necessary to provide educational services at a high level.

The following items are some of the other key components of the AAE financed by the FY 2017 budget:

- Region 10 Administrative Services Package that includes: Administrator Leadership Training; Business, Finance, and Operations Support; Teacher Job Network; 504 Training and Support; Human Services Training and Support; Texas Association of School Boards (TASB) Quarterly Trainings; Legal Trainings; Principals Roundtables; Executive Leadership Training and Support; Leadership Symposium; Monthly Webinars; Face-to-Face/Positions Specific Professional Learning; Charter School Roundtables; Edivate (on-line professional development); Counselor Initiative Student Support; and other Leadership opportunities. (7500)

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

- TEKS Resource System - a comprehensive curriculum management system that supports all TEKS required by the State. (7500)
- Odysseyware, a computer based instructional system for grades 3-12 with customization options for personal intervention plans, credit recovery, self-paced instruction, and data collection system for reporting purposes. (7500/2150)
- Eduphoria! a database system designed to assist with the appraisals and professional development of staff in a centralized and easily accessible system. (7500/5590)
- Digital Media Resources, a web-based video streaming instructional resource for core content areas.
- Access to the referral system for special education (direct and related) services.
- Dallas County Schools Internet service including the filter. (7500/2095)
- Other trainings identified as needed for technology and specific software for educational staff as well as memberships in various professional organizations to improve access to professional development resources and conferences at reduced rates (e.g., Association for Curriculum and Development, Texas Association of School Business Officials, Texas Association of School Administrators, Texas Charter Schools Association, National Staff Development Council, Texas Council of Administrators of Special Education, etc.). (7500/2460, 7502/2460)
- HBR Technologies (Deep Freeze/Faronics) to provide computer safety services. (7500/2160)
- Technology resources, including computer hardware, software, and student interactive devices to keep students engaged in various methods of instruction, as well as those technology needs identified in the Campus Improvement Needs Assessment.
- Instructional supplies, including textbooks, as needed. (7500 and 7502)
- Contracted services, including interpreter services (if needed), or other special education direct or related services. (7500)
- Case management system (E-SPED) to assist with scheduling of Admission, Review, and Dismissal committee meetings. (7506/2095)
- Continuation of annual maintenance services renewal for the fax machine with Office Depot. (7500/2670)
- Continuation of services with Fed-Ex. (7500/2170).
- Continuation of services with Dallas Area Rapid Transit to allow monthly and daily bus passes for students to ride DART. (7500/5140)
- Interlocal Transportation Agreement with Dallas County Schools for student transportation to and from SAU. (7500/5140)
- Continuation of annual maintenance services renewal with ESPED. (7506/ 2095)
- EPS Literacy & Intervention, an annual student licensing for reading and math interventions and support. (7502/2150)
- Edmentum, an annual student licensing for the ESL ReadingSmart program for English Language Learners to build literacy skills. ESL ReadingSmart is a standards-based, online learning program designed to accelerate English language development and support academic success. (7511/2150)
- Interlocal Agreement with the Dallas County Sheriff's Office to provide security and support for discipline and behavior modification. (7500/5590)
- Continuation services with Premier Logistics (formerly Q-Net) annual maintenance services. (7500/5590)
- TxEIS - student information system supported by Region 10 Education Services. (7500/2095)
- Continue services with Diagnostic Assessment Services (DAS). (7506/5590)
- Continuation of services with Dallas ISD Food and Nutrition Services. (no cost)
- Continue services with CDW-G (LanSchool) to manage/monitor student desktops/laptops key strokes. (7500/2095)
- Continue services with Technifax Corp. to send and receive fax. (7500/7020)

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 Academy of Academic Excellence School Board.

Financial Impact/Considerations:

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

Performance Impact Measures:

Comply with spending guidelines and policies.

Project Schedule/Implementation:

The proposed budget will be implemented on September 1, 2016, and be in effect until August 31, 2017.

Recommendation:

It is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Academy for Academic Excellence Charter School FY 2017 Budget 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: June 27, 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 27th day of June 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, in September 1998, the Dallas County Juvenile Justice Charter School Board was granted the authority to operate an open-enrollment Charter School. In July 2012, the name was changed to Academy for Academic Excellence (AAE) to support and encourage an optimistic learning succession that results in positive outcome for our students. A proposed budget for expenditures is presented annually to the Academy for Academic Excellence Charter School Board for approval. Staff updates revenue projections throughout the school year as additional funding is received.

The purpose of the brief is to seek approval for the AAE FY 2017 Budget; and

WHEREAS, in constructing a fiscally responsible budget, it was necessary to critically examine the staffing patterns and spending trends to appropriately provide quality educational services. This proposed budget provides estimates for revenues for FY 2017 which includes State-Aid, Title I Part A, Title I Part D, Title II, Title III, and Idea B, of \$6,711,675 which is an increase from last year's budgeted revenues by approximately \$260,881. Proposed expenditures account for 92% of salaries and 8% of operating expense.

The expected percentage of increase of salaries is currently unknown until decisions are made by the Commissioners Court. AAE's FY 2017 Budget was generated with a proposed salary increase of 6%.

WHEREAS, Line items for school supplies, teacher supplies, computer hardware, computer software, mileage reimbursements, textbooks, Region 10 Administrative Services, training, and transportation are still at the amounts necessary to provide educational services at a high level.

The following items are some of the other key components of the AAE financed by the FY 2017 budget:

- Region 10 Administrative Services Package that includes: Administrator Leadership Training; Business, Finance, and Operations Support; Teacher Job Network; 504 Training and Support; Human Services Training and Support; Texas Association of School Boards (TASB) Quarterly Trainings; Legal Trainings; Principals Roundtables; Executive Leadership Training and Support; Leadership Symposium; Monthly Webinars; Face-to-Face/Positions Specific Professional Learning; Charter School Roundtables; Edivate (on-line professional development); Counselor Initiative Student Support; and other Leadership opportunities. (7500)
- TEKS Resource System - a comprehensive curriculum management system that supports all TEKS required by the State. (7500)
- Odysseyware, a computer based instructional system for grades 3-12 with customization options for personal intervention plans, credit recovery, self-paced instruction, and data collection system for reporting purposes. (7500/2150)
- Eduphoria! a database system designed to assist with the appraisals and professional development of staff in a centralized and easily accessible system. (7500/5590)
- Digital Media Resources, a web-based video streaming instructional resource for core content areas.
- Access to the referral system for special education (direct and related) services.
- Dallas County Schools Internet service including the filter. (7500/2095)
- Other trainings identified as needed for technology and specific software for educational staff as well as memberships in various professional organizations to improve access to professional development resources and conferences at reduced rates (e.g., Association for Curriculum and Development, Texas Association of School Business Officials, Texas Association of School Administrators, Texas Charter Schools Association, National Staff Development Council, Texas Council of Administrators of Special Education, etc.). (7500/2460, 7502/2460)
- HBR Technologies (Deep Freeze/Faronics) to provide computer safety services. (7500/2160)
- Technology resources, including computer hardware, software, and student interactive devices to keep students engaged in various methods of instruction, as well as those technology needs identified in the Campus Improvement Needs Assessment.
- Instructional supplies, including textbooks, as needed. (7500 and 7502)
- Contracted services, including interpreter services (if needed), or other special education direct or related services. (7500)
- Case management system (E-SPED) to assist with scheduling of Admission, Review, and Dismissal committee meetings. (7506/2095)
- Continuation of annual maintenance services renewal for the fax machine with Office Depot. (7500/2670)
- Continuation of services with Fed-Ex. (7500/2170)
- Continuation of services with Dallas Area Rapid Transit to allow monthly and daily bus passes for students to ride DART. (7500/5140)
- Interlocal Transportation Agreement with Dallas County Schools for student transportation to and from SAU. (7500/5140)
- Continuation of annual maintenance services renewal with ESPED. (7506/ 2095)
- EPS Literacy & Intervention, an annual student licensing for reading and math interventions and support. (7502/2150)

- Edmentum, an annual student licensing for the ESL ReadingSmart program for English Language Learners to build literacy skills. ESL ReadingSmart is a standards-based, online learning program designed to accelerate English language development and support academic success. (7511/2150)
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- TxEIS - student information system supported by Region 10 Education Services. (7500/2095)
- Continue services with Diagnostic Assessment Services (DAS). (7506/5590)
- Continuation of services with Dallas ISD Food and Nutrition Services. (no cost)
- Continue services with CDW-G (LanSchool) to manage/monitor student desktops/laptops key strokes. (7500/2095)
- Continue services with Technifax Corp. to send and receive fax (7500/7020); 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, comply with spending guidelines and policies; and

WHEREAS, the proposed budget will be implemented on September 1, 2016, and be in effect until August 31, 2017; and

WHEREAS, it is recommended that the Dallas County Academy for Academic Excellence Charter School Board approve the Academy for Academic Excellence Charter School FY 2017 Budget as presented.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Academy for Academic Excellence Budget for FY 2017.

DONE IN OPEN BOARD MEETING this 27th day of June, 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

Q.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: June 27, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Interlocal Agreement between Dallas County Sheriff's Department and the Academy for Academic Excellence

Background of Issue:

The Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2016-2017 Interlocal Agreement with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. A pilot was conducted this past school year with Officer Wright as the school resource officer. Since this time two arrests occurred per Officer Wright. He stated that new school processes allow him opportunities to develop a rapport with students. AAE agrees to pay the Dallas County Sheriff Department (DCSD) the salary and benefits for one Deputy Sheriff at \$88,290.00 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE school year (August 15, 2016 through July 31, 2017) and during normal operating hours.

Impact on Operations and Maintenance:

There will be no impact on operations.

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 agreement has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor.

Financial Impact/Considerations:

AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from State Aid for one Deputy Sheriff at \$88,290.00 and also pay DCSD \$300 a year for uniform allowance to be paid from State-Aid (7500).

The proposed salary is preliminary since budgetary issues have not been decided on. If needed, an amendment will be completed to re-address the proposed salary.

This information has been reviewed by Ms. Carmen Williams, Budget Service Manager.

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

214-698-2200 Office

214-698-5508 Fax

Performance Impact Measures:

To ensure the safety and security of staff and students.

Project Schedule/Implementation:

The Interlocal Agreement is effective for the period of August 15, 2016, through July 31, 2017, after AAE School Board approval.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement for the 2016-2017 academic school year (August 15, 2016 through July 31, 2017) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one school Deputy Sheriff at 1673 Terre Colony Court and authorizes the President of the AAE Charter School Board or designee to sign the document on its behalf.

Recommended by:



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

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE A DEPUTY SHERIFF AT THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL (DCJCS)
BETWEEN
THE DALLAS COUNTY SHERIFF'S DEPARTMENT
AND
THE DALLAS COUNTY JUVENILE BOARD
FOR AND ON BEHALF OF
THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL**

WHEREAS, The Dallas County Sheriff Department ("DCSD"), the Dallas County Juvenile Board ("DCJB") and the Dallas County Juvenile Department ("DCJD") are governmental entities of the State of Texas; and

WHEREAS, DCSD has agreed to provide a Deputy Sheriff for security at the Dallas County Juvenile Justice Charter School ("DCJCS") located at 1673 Terre Colony Ct. Dallas, Texas 75212; and

WHEREAS, the youth referenced are students who are enrolled in the DCJCS facility.

NOW THEREFORE, DCSD and DCJB, on behalf of DCJCS, enter into this Agreement of Inter Department for provision of security by DCSD to youth of the DCJCS for the mutual consideration as stated hereon :

I. TERM

This renewal Agreement is effective for the period of ~~August 17, 2015~~ August 15, 2016 through ~~July 31, 2016~~ July 31, 2017 (the "Initial Term"), subject to the availability of funds, unless written notice of earlier termination is given by either party to the other at least ninety (90) days prior to termination, with or without cause. This Agreement shall automatically renew on an annual basis unless terminated under Section 4 of this Agreement.

It is further noted that the Sheriff Officers will only provide coverage during the time of the year that the Dallas County Juvenile Justice Charter School's students are enrolled in school.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently *even* though both parties are part of the Dallas County System. Neither is an agent, servant, employee of the other. DCSD represents that it has, or will secure at its' expenses, all personnel required in performing the Services under this Agreement; subject to the provisions in Section 3. Such personnel shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCJD and/or DCJD shall participate in any decision relating to the Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

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3. SCOPE OF WORK RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCSD

DCSD agrees to:

- o Provide a Deputy Sheriff for security at the DCJJCS during the time that they provide coverage, which is during the Charter School (CS) student calendar school year.
- o Provide all equipment and clothing, so said Deputy Sheriff can perform his/her duties.
- o Perform all services of a Deputy Sheriff in a school setting at the DCJJCS.
- o Invoice DCJJCS no more frequently than once a month, no later than the fifth (5) working day of the following month.
- o Assume sole responsibility for employing, assigning, managing, dismissing and disciplining said employees.
- o Immediately investigate any complaint or allegation made by any source while DCSD was in the performance of this Agreement, and take appropriate action to prevent further complaints or allegations. DCSD will notify the DCJJCS of the action taken within five (5) days of finalizing their investigation and taking action.
- o Agree that the immediate supervisor of the Deputy Sheriff remains in contact with DCJD Deputy of Education to outline the duties and responsibilities of the Deputy Sheriff assigned to the DCJJCS, to ensure that the needs of the DCJJCS are met and to facilitate any changes in responsibilities that may result from changes in the needs of the DCJJCS.

B. RESPONSIBILITIES OF DCJJCS

DCJJCS agrees to:

- 1) Pay DCSD the salary and benefits of one Deputy Sheriff with a monthly invoice.
- 2) Pay DCSD the salary and benefits of one Deputy Sheriff at ~~\$66,672.00~~ \$88,290.00 during the time that they provide coverage, which are during the DCJJCS student calendar school year.
- 3) Pay DCSD \$300 a year, for a uniform allowance for the Deputy Sheriff.

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4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party.

5. NOTICE

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

Dallas County Juvenile Board:

Judge Cheryl Shannon, Chairman
Dallas County Juvenile Board
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214 -698-4924
Fax: 214-698-4494
Email: cshannon@dallascounty.org

Dallas County Juvenile Justice Charter School:

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

Dallas County Sheriff's Department

Lupe Valdez
Sheriff
133 N. Industrial Blvd., LB-31
Dallas, Texas 75207
Phone: 214-653-3460
Fax: 214-653-3420

EXECUTED THIS _____ DAY OF _____, 2016

DALLAS COUNTY JUVENILE BOARD

DALLAS COUNTY SHERIFF

BY: Judge Cheryl Shannon, President
Dallas County Charter School Board

BY: Lupe Valdez, Sheriff
Dallas County Sheriff's Dept.

RECOMMENDED:

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

APPROVED AS TO FORM:

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

STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE A DEPUTY SHERIFF AT THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL (DCJJCS)
BETWEEN
THE DALLAS COUNTY SHERIFF'S DEPARTMENT
AND
THE DALLAS COUNTY JUVENILE BOARD
FOR AND ON BEHALF OF
THE DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL**

WHEREAS, The Dallas County Sheriff Department ("DCSD"), the Dallas County Juvenile Board ("DCJB") and the Dallas County Juvenile Department ("DCJD") are governmental entities of the State of Texas; and

WHEREAS, DCSD has agreed to provide a Deputy Sheriff for security at the Dallas County Juvenile Justice Charter School ("DCJJCS") located at 1673 Terre Colony Ct. Dallas, Texas 75212; and

WHEREAS, the youth referenced are students who are enrolled in the DCJJCS facility.

NOW THEREFORE, DCSD and DCJB, on behalf of DCJJCS, enter into this Agreement of Inter Department for provision of security by DCSD to youth of the DCJJCS for the mutual consideration as stated hereon :

1. TERM

This renewal Agreement is effective for the period of August 15, 2016 through July 31, 2017(the "Initial Term"), subject to the availability of funds, unless written notice of earlier termination is given by either party to the other at least ninety (90) days prior to termination, with or without cause. This Agreement shall automatically renew on an annual basis unless terminated under Section 4 of this Agreement.

It is further noted that the Sheriff Officers will only provide coverage during the time of the year that the Dallas County Juvenile Justice Charter School's students are enrolled in school.

2. RELATIONSHIP OF THE PARTIES

Each party is acting independently *even* though both parties are part of the Dallas County System. Neither is an agent, servant, employee of the other. DCSD represents that it has, or will secure at its' expenses, all personnel required in performing the Services under this Agreement; subject to the provisions in Section 3. Such personnel shall not be employees of, or have any contractual relationship with DCJD. No officer and/or member of the governing body of the DCSD and/or DCJD shall participate in any decision relating to the Agreement which affects their personal interest or have any pecuniary interest in this Agreement or process thereof.

3. SCOPE OF WORK RESPONSIBILITIES OF THE PARTIES

A. RESPONSIBILITIES OF DCS

DCSD agrees to:

- Provide a Deputy Sheriff for security at the DCJJCS during the time that they provide coverage, which is during the Charter School (CS) student calendar school year.
- Provide all equipment and clothing, so said Deputy Sheriff can perform his/her duties.
- Perform all services of a Deputy Sheriff in a school setting at the DCJJCS.
- Invoice DCJJCS no more frequently than once a month, no later than the fifth (5) working day of the following month.
- Assume sole responsibility for employing, assigning, managing, dismissing and disciplining said employees.
- Immediately investigate any complaint or allegation made by any source while DCSD was in the performance of this Agreement, and take appropriate action to prevent further complaints or allegations. DCSD will notify the DCJJCS of the action taken within five (5) days of finalizing their investigation and taking action.
- Agree that the immediate supervisor of the Deputy Sheriff remains in contact with DCJD Deputy of Education to outline the duties and responsibilities of the Deputy Sheriff assigned to the DCJJCS, to ensure that the needs of the DCJJCS are met and to facilitate any changes in responsibilities that may result from changes in the needs of the DCJJCS.

B. RESPONSIBILITIES OF DCJJCS

DCJJCS agrees to:

- 1) Pay DCSD the salary and benefits of one Deputy Sheriff with a monthly invoice.
- 2) Pay DCSD the salary and benefits of one Deputy Sheriff at \$88,290.00 during the time that they provide coverage, which are during the DCJJCS student calendar school year.
- 3) Pay DCSD \$300 a year, for a uniform allowance for the Deputy Sheriff.

4. TERMINATION

Either party may terminate this Agreement and any renewal thereof, with or without cause, by sending ninety (90) days prior written notice to the other party.

5. NOTICE

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

Dallas County Juvenile Board:

Judge Cheryl Shannon,
President of the Charter School
Justice Center
2600 Lone Star Drive
Dallas, Texas 75212
Phone: 214 -698-4924
Fax: 214-698-4494
Email: cshannon@dallascounty.org

Dallas County Juvenile Justice Charter School:

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

Dallas County Sheriff's Department


Lupe Valdez
Sheriff
133 N. Industrial Blvd., I.B-31
Dallas, Texas 75207
Phone: 214-653-3460
Fax: 214-653-3420

EXECUTED THIS _____ DAY OF _____, 2016

DALLAS COUNTY JUVENILE BOARD

DALLAS COUNTY SHERIFF

BY: Judge Cheryl Shannon, President
Dallas County Charter School Board


BY: Lupe Valdez, Sheriff
Dallas County Sheriff's Dept.

RECOMMENDED:

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

APPROVED AS TO FORM:

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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: June 27, 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 27th day of June 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 Academy for Academic Excellence (AAE) Charter School is requesting approval of the 2016-2017 Interlocal Agreement with the Dallas County Sheriff's Department (DCSD) to provide security and support for discipline and behavior modification. The Dallas County Sheriff's Department will station one deputy at the Academy for Academic Excellence (AAE), 1673 Terre Colony Court campus. A pilot was conducted this past school year with Officer Wright as the school resource officer. Since this time two arrests occurred per Officer Wright. He stated that new school processes allow him opportunities to develop a rapport with students. AAE agrees to pay the Dallas County Sheriff Department (DCSD) the salary and benefits for one Deputy Sheriff at \$88,290.00 and also pay DCSD \$300 a year for uniform allowance during the time he provides coverage, which is during the AAE school year (August 15, 2016 through July 31, 2017) and during normal operating hours; and

WHEREAS, AAE agrees to pay the Dallas County Sheriff Department the salary and benefits from State-Aid for one Deputy Sheriff at \$88,290.00 and also pay DCSD \$300 a year for uniform allowance to be paid from State Aid (7500).

The proposed salary is preliminary since budgetary issues have not been decided on. If needed, an amendment will be completed to re-address the proposed salary; and

WHEREAS, this request aims to ensure the safety and security of staff and students; and

WHEREAS, the Interlocal Agreement is effective for the period of August 15, 2016, through July 31, 2017, after AAE School Board approval; and

WHEREAS, it was recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement for the 2016-2017 academic school year (August 15, 2016 through July 31, 2017) between the Academy for Academic Excellence and the Dallas County Sheriff's Department for the provision of one Deputy Sheriff at 1673 Terre Colony Court and authorize the President of the AAE Charter School Board or designee to sign the document on its behalf.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement with the Dallas County Sheriff's Department and the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 27th day of June, 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

R.



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

MEMORANDUM

Date: June 27, 2016
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Copia Interactive Agreement for Electronic Textbooks with the Academy for Academic Excellence

Background of Issue:

The curriculum for the Academy for Academic Excellence (AAE) is designed to meet the unique needs of pre and post-adjudicated youth. Copia Interactive, LLC operates a content delivery platform. Its platform enables users to collaborate and buy content. The company, through its platform, sells textbooks in the form of eBooks. It offers its solution across various digital devices and platforms such as eReaders. The company's products are used across the United States.

The purpose of this brief is to recommend the Board approve the agreement with Copia Interactive for the purchase of electronic textbooks (eBooks) to support our curriculum needs.

Impact on Operations and Maintenance:

Copia Interactive is an advanced e-learning platform that combines all the features classrooms rely on to make digital teaching and learning simple and effective. Copia Interactive works with dozens of publishers to provide teachers access to books, texts, novels and/or multimedia. It is a digital platform with everything in one place. Teachers can align their instruction to learning standards/TEKS and increase the rigor of their classrooms. Copia Interactive can hold an array of state-adopted textbook subjects from multiple publishers. The agreement would allow up to 75 eReaders (devices/tablets), obtained in a prior fiscal year, to be utilized with seven (7) current State-adopted electronic textbooks (eBooks) across various content and grade levels. All textbooks (including electronic textbooks) are approved by the Texas Education Agency (TEA). The cost for this service is not to exceed \$6,747.30 to be paid from State-Aid (7500). To purchase eBooks separately would cost AAE approximately \$33,000.00 but using Copia Interactive and their digital platforms the cost is \$6,747.30 for seven (7) titles (eBooks) to be up-loaded on 75 devices.

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:

This information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department’s Administrative Legal Advisor. Additional quotes were submitted to Michael Irvin, Contracts Specialist in the Dallas County Purchasing Department, for review. Form 1295 and Title VI Assurances have been completed per requirements.

Financial Impact/Considerations:

The cost break down will include the following:

Items	Cost	Qty	Total
Comprehensive curriculum for all 4 core courses (7 titles)	\$64.96	75	\$4,872
Copia Class platform and services	\$25.00	75	\$1,875
Two-Day training for teachers	\$10.00	75	\$750
Sub-Total	\$99.96	75	\$7,497
discount rate	-10%	75	(\$749.70)
TOTAL	\$89.96	75	\$6,747.30

Cost per device is \$89.96, which will not exceed \$6,747.30. Funds are allocated in State Aid (7500) Budget Amendment #2, previously approved by the AAE Charter School Board on April 25, 2016 (Board Order #2016-036). This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager.

Performance Impact Measures:

Improve student achievement in core content areas.

Project Schedule/Implementation:

Implementation will begin at the beginning of the school year on August 15, 2016.

Recommendation:

It is recommended that the Academy for Academic Excellence Charter School Board approve the agreement for electronic textbooks (eBooks) through Copia Interactive and cost shall not exceed \$6,747.30 to be paid from State Aid (7500). This price also includes staff training on the use of the eReaders and electronic textbooks.

Recommended by:



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

**CONTRACT
FOR
IMPLEMENTATION OF COPIA CLASS PLATFORM
BETWEEN
ACADEMY FOR ACADEMIC EXCELLENCE
AND
COPIA INTERACTIVE, LLC (Copia)
ON BEHALF OF
THE ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD**

WHEREAS, this document outlines the roles and responsibilities of each party for a successful implementation of the Copia Class Platform for the Academy for Academic Excellence (AAE); and

WHEREAS, it includes objectives, activities, timelines and costs; and

WHEREAS, Copia Interactive, LLC is committed to the successful experience of both students and educators, and will make every reasonable effort to ensure a successful implementation.

WHEREAS, this agreement would allow up to 75 eReaders, obtained in a prior fiscal year, to be utilized with seven (7) current state adopted textbooks across various content and grade levels.

WHEREAS, Copia will provide a designee to oversee successful implementation, provide on-site training days on dates to be mutually agreed upon. Academy for Academic Excellence, will provide roster and student information, ideally digitally, to allow for a smooth process for populating the platform with teachers, students, class configuration, as well as assignment of content to those participants. Upon acceptance of the contract, Copia staff will embark upon the acquisition of the electronic files relating to the materials defined by Academy for Academic Excellence, To that end, Copia may provide Academy for Academic Excellence, with the language to request the digital files from publishers, as they are the client in that relationship.

WITNESSETH:

I. RESPONSIBILITIES OF COPIA INTERACTIVE, LLC:

- A. Copia Interactive will provide Academy of Academic Excellence with the experience outlined above, providing training and support to the educators in both the use of the

platform as well as best practices as they have been observed at other similar deployment sites.

- B. Copia Interactive will identify a lead person who will be the principle point of communication on the Copia side.
- C. Copia Interactive will provide technical support to the Academy for Academic Excellence technology staff who will, in turn, support the teachers at the Academy for Academic Excellence.
- D. Copia Interactive will contact all relevant and necessary publishers to secure the content identified, and will be the principle sales agent for such content in all cases where possible.

II. RESPONSIBILITIES OF THE ACADEMY FOR ACADEMIC EXCELLENCE (AAE):

- A. AAE agrees to provide a list of teachers and class rosters, or access to the Academy for Academic Excellence's Student Information System where that information should be available.
- B. AAE will provide dates and venues for initial teacher training which may be recorded for future use.
- C. AAE will assist Copia in creating a calendar and timeline for the implementation and training, that will also identify which material will be utilize and when it will be utilized. This should be accomplished easily and well before the beginning of the planned use of Copia Class.
- D. AAE will identify a principle contact person as a Copia Coordinator who will be Copia's first line of contact for implementation communication.

IV. CONTRACT AMOUNT:

The total Contract Amount of this Agreement is Six-Thousand, Seven Hundred Forty Seven Dollars and Thirty cents (\$6,747.30). The funds for the payment of services performed under this Agreement are funds allocated to AAE and will be paid from State-Aid. However, it is noted that the total Contract Amount shall not exceed Six-Thousand, Seven Hundred Forty Seven Dollars and Thirty cents \$6,747.30.

V. PAYMENT FOR SERVICES:

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

Dallas County Juvenile Department
ATTN: Academy for Academic Excellence Charter School
1673 Terre Colony Court
Dallas, TX 75212

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

VI. INDEPENDENT CONTRACTOR:

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

VII. Sovereign Immunity:

This MOA is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOA is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOA is intended to benefit any third party beneficiary.

VIII. TERM:

The term of this Contract is from June 27, 2016 to December 31, 2016. Copia will complete all tasks required for utilization and implementation of the eReaders before the start of the school year (August 15, 2016). Specific training dates will be determined upon completion of the agreement and after Board approval.

Termination. This Agreement may be terminated for any reason by either party upon thirty (30) days prior written notice to the other party, or as mutually agreed in writing.

XI. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

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

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

XII. CERTIFICATE OF INTERESTED PARTIES 1295

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

XIII. NOTICE:

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

subsequent to the date it was so delivered or mailed.

Academy for Academic Excellence:

Judge Cheryl Shannon, President
Charter School Board
Henry Wade Juvenile Justice Center
2600 Lone Star Drive
Dallas, Texas 75212

with copy to:

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

Copia Interactive, LLC

Att: Ben Lowinger, EVP
105 Madison Avenue
New York, NY 10016

with copy to:

Legal Department
Copia Interactive, LLC
105 Madison Avenue
New York, NY 10016

XV. GOVERNING LAW:

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

X. GENERAL COMPLIANCE RELATING TO RECORDS

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

information, accessed while performing under this agreement.

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

TRANSITION SERVICES

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

XI. INDEMNIFICATION:

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

XII. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

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

XIII. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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

ENTIRE CONTRACT:

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

XIV. SIGNATORY WARRANTY

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

CHARTER SCHOOL BOARD:

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

BY: Dr. Terry S. Smith, Director

COPIA INTERACTIVE, LLC.



BY: Ben Lowinger, EVP

Copia Interactive, LLC

Dallas County Juvenile Department

APPROVED AS TO FORM:

By: _____

Denika R. Caruthers, J.D.

Administrative Legal Advisor

Dallas County Juvenile Department

1. TITLE VI ASSURANCES/COMPLIANCE POLICY

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

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

TITLE VI ASSURANCES/COMPLIANCE - APPENDIX A

A. *Assurances*

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

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

as it or the Federal Highway Administration, the U.S. Department of Health and Human Services, or the U.S. Department of Education may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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

B. Nondiscrimination Authorities

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal- aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38, Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789(d)); Victims of Crime Act (42 U.S.C. § 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64. Title V, Part A, of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the implementing regulations in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination), and the implementing regulations in 34 CFR Part 106; Section 504 of the Rehabilitation Act of 1973, as amended (prohibition of discrimination on the basis of handicapping condition), and the implementing regulations in 34 CFR Part

104; and the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age) and the implementing regulations in 34 CFR Part 110, Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).

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

C. *Representations/Warranties*

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

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

D. *Title VI Complaints*

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

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
509 Main St., 1st Floor, Ste. 101, Records Building
Dallas, TX 75202
(214) 653-7638 (phone)
(214) 653-7608 (fax)

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

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

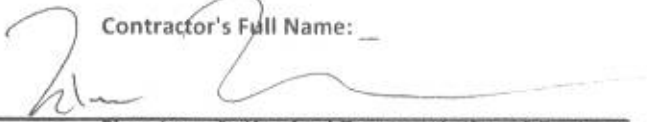
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to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

E. *Enforcement*

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States,

including the U.S. Department of Justice, and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: _____

A handwritten signature in black ink, appearing to be "John", written over a horizontal line.

Signature, Authorized Representative of Contractor

EVP, COPIA INTERACTIVE

Title

Date

A handwritten date "05/18/2015" written in black ink over a horizontal line.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Copia EdTEX Systems LLC
 Weatherford, TX United States

Certificate Number:
 2016-53684

Date Filed:
 05/11/2016

Date Acknowledged:

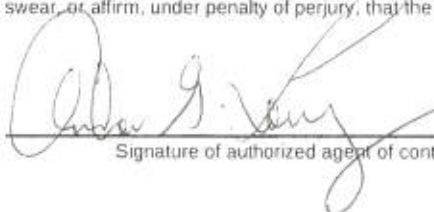
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Dallas County Purchasing Department/ Academy of Excellence

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 2015-081-6535
 Copia Class digital learning platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Copia Interactive, LLC	New York, NY United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Andrew G. Lowinger, this the 17th day of May, 2016, to certify which, witness my hand and seal of office.

 **ELY D. TANDLER**
 Notary Public, State of New York
 NO. 02TE5065493
 Qualified in Nassau County
 Commission Expires Sept 9, 2018
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2016 - XXX

DATE: June 27, 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 27th day of June 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 curriculum for the Academy for Academic Excellence (AAE) is designed to meet the unique needs of pre and post-adjudicated youth. Copia Interactive, LLC operates a content delivery platform. Its platform enables users to collaborate and buy content. The company, through its platform, sells textbooks in the form of eBooks. It offers its solution across various digital devices and platforms such as eReaders. The company’s products are used across the United States.

The purpose of this brief is to recommend the Board approve the agreement with Copia Interactive for the purchase of electronic textbooks (eBooks) to support our curriculum needs; and

WHEREAS, Copia Interactive is an advanced e-learning platform that combines all the features classrooms rely on to make digital teaching and learning simple and effective. Copia Interactive works with dozens of publishers to provide teachers access to books, texts, novels and/or multimedia. It is a digital platform with everything in one place. Teachers can align their instruction to learning standards/TEKS and increase the rigor of their classrooms. Copia Interactive can hold an array of State-adopted textbook subjects from multiple publishers. The agreement would allow up to 75 eReaders (devices/tablets), obtained in a prior fiscal year, to be utilized with seven (7) current State-adopted electronic textbooks (eBooks) across various content and grade levels. All textbooks (including electronic textbooks) are approved by the Texas Education Agency (TEA). The cost for this service is not to exceed \$6,747.30 to be paid from State-Aid (7500). To purchase eBooks separately would cost AAE approximately \$33,000.00 but using Copia Interactive and their digital platforms the cost is \$6,747.30 for seven (7) titles (eBooks) to be up-loaded on 75 devices; 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, this information has been approved by Ms. Denika Caruthers, Dallas County Juvenile Department's Administrative Legal Advisor. Additional quotes were submitted to Michael Irvin, Contracts Specialist in the Dallas County Purchasing Department, for review. Form 1295 and Title VI Assurances have been completed per requirements; and

WHEREAS, the cost break down will include the following:

Items:	Cost:	Qty	Total
Comprehensive curriculum for all 4 core courses– 7 titles	\$64.96	75	\$4,872
Copia Class platform and services	\$25.00	75	\$1,875
Two-Day training for teachers	\$10.00	75	\$750
Sub-Total	\$99.96	75	\$7,497
discount rate	-10%	75	(\$749.70)
TOTAL	\$89.96	75	\$6,747.30

Cost per device is \$89.96, which will not exceed \$6,747.30. Funds are allocated in State Aid (7500) Budget Amendment #2 (Board Order #2016-036). This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager; and

WHEREAS, improve student achievement in core content areas; and

WHEREAS, implementation will begin August 15, 2016, after Board approval; and

WHEREAS, it was recommended that the Academy for Academic Excellence Charter School Board approve the agreement for electronic textbooks through Copia Interactive and cost shall not exceed \$6,747.30 to be paid from State Aid (7500). This price also includes staff training on the use of the eReaders and electronic textbooks.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approve Copia Interactive Agreement for Electronic Textbooks for the Academy for Academic Excellence.

DONE IN OPEN BOARD MEETING this 27th day of June, 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



EXECUTIVE SESSION

IX