



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, January 22, 2018 5:00 p.m.

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

F

2018 JAN 18 PM 2:52

COUNTY CLERK
DALLAS COUNTY

- I. Call to Order

II. Approval of Minutes
November 27, 2017

III. Public Comment (Limited to 3 minutes per individual or organization)*

IV. Discussion Items-Juvenile Department
A. Director's Report
B. Juvenile Justice Alternative Education Program (JJAEP) Update

V. Action Items - Juvenile Department
C. Election of Juvenile Board Chairman
D. Election of Juvenile Board Vice-Chairman
E. Reauthorization of Dallas County Juvenile Department Purchasing Policy
F. 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems – May 24th-25th, 2018
G. Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW – 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems
H. Memorandum of Understanding between Youth With Faces - Patience Responsibility Empathy and Partnership Program (P.R.E.P) and Dallas County Juvenile Department
I. Youth Services Advisory Board (YSAB) Juror fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center Treatment Incentive and Maternity Program
a. Approval of Memorandum of Understanding with Dallas Chamber Symphony
J. Any subsequent action deemed necessary as a result of IX – Personnel: Employee #28616
K. Any subsequent action deemed necessary as a result of IX – Personnel: Employee #41157

VI. Public Hearing for Academy for Academic Excellence (AAE)
Discussion of Texas Academic Performance Report (TAPR)
1. Motion to Open Public Hearing
2. Discussion and Request for Public comments
3. Motion to close Public Hearing

VII. Discussion Items – Academy for Academic Excellence (AAE) Charter School
L. AAE Charter School Update

VIII. Action Items – AAE Charter School
M. Reauthorization of Academy Academic Excellence (AAE) Charter School Purchasing Policy
N. Acceptance of Annual Financial Audit
O. Adoption of Bullying: Policy: David's Law SB179

IX. Executive Session - Juvenile Department
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076
Subjects: Litigation Security Personnel: Employee #28616 Employee#41157 Contacts:

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.

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



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



APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: November 27, 2017

DALLAS COUNTY
JUVENILE BOARD

TIME: 5:00 PM

PLACE: Youth Village
1576 E. Langdon Road
Dallas, TX 75241

MEMBERS PRESENT: Judge Cheryl Lee Shannon
Judge Paula Miller
Judge Andrea Martin
Judge Craig Smith
Judge Andrea Plumlee
Judge Ken Molberg
Judge Amber Givens-Davis
Judge Clay Jenkins

MEMBERS ABSENT:
Commissioner John Wiley Price, Vice Chairman

I. Call to Order

At 5:05 pm, Judge Cheryl Lee Shannon noted that a quorum was present and called the meeting to order.

II. Approval of Minutes

Judge Shannon asked for approval of the October 23, 2017, Juvenile Board meeting minutes.

- Judge Martin moved and Judge Givens-Davis seconded to approve the October 23, 2017, minutes. The motion passed unanimously.

III. Tour of Youth Village

Judge Shannon called for a short recess while the Board toured the facility beginning at 5:06 through 5:14 pm.

- At 5:14, Judge Shannon called the meeting back to order.

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

- Noting there was no one present for public comments; Judge Shannon called for the Discussion Items.

V. Discussion Items - Juvenile Department

A. Director's Report

Dr. Smith began by stating that she would not be reading the full Director's report, but offered to the Board the opportunity to address any concerns they may have with the information provided in the report. She then recognized Ms. Michelle Sims, Caseworker at JJAEP as the Employee of the

Month for September and acknowledged new employee Mr. Darrell Cunegin, as the Community Service Restitution Coordinator.

B. JJAEP Update

Dr. Smith stated that normal programming is taking place and highlighted Parents night at JJAEP., There were drawings for door prizes for the participants; the funds for the prizes came from the Youth Services Advisory Board (YSAB).

- **Judge Shannon asked regarding the TJJD audit from the previous month, whether the corrections were made according to standards. Ms. Ramos replied yes.**

VI. Action Items --Juvenile Department

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

- The Board agreed that a December meeting was not necessary and Judge Shannon stated there was no need for a vote.

D. Juvenile Board 2018 Meeting Schedule and Calendar

Dr. Smith asked the Board to approve the 2018 Juvenile Board Meeting schedule and calendar

- **Judge Smith moved and Judge Molberg seconded to approve the 2018 Juvenile Board meeting schedule and calendar. The motion passed unanimously.**

E. Youth Village Certification 2017-2018

Dr. Smith asked the Board to certify the Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code for 72 males.

- **Judge Miller moved and Judge Smith seconded the approval to certify Youth Village as suitable for the confinement of youth in accordance with Section 51.126 of the Texas Family Code. The motion passed unanimously.**

F. Youth Village Policy and Procedures Approval for 2017-2018

Dr. Smith asked the Board to approve the Policy and Procedures for the Youth Village and to authorize the Director of the Juvenile Department or designee to modify any policy and procedure as needed. She mentioned that any changes made to the new P&P are a direct result of TJJD or the legislature.

- **Judge Plumlee moved and Judge Miller seconded to approve the 2017-2018 Policy and Procedures for the Youth Village. The motion passed unanimously.**

G. Approval of Contract with Parker County Juvenile Department for Pre-Adjudication Beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center

Dr. Smith asked the Board to approve the annual renewal contract between Parker County and the Juvenile Department for pre-adjudication beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center, beginning December 1, 2017, through November 30, 2018. Parker County Juvenile Department will be responsible for the daily rate of \$140 per youth for every youth detained in the Dr. Jerome McNeil Jr. Juvenile Detention Center. In the previous year, Parker County paid \$48,440.00 to the Department for the detention of their youth in our facility.

- Judge Shannon wanted to know how many counties the Department currently is under contract with. Dr. Smith replied six.
- Judge Smith moved and Judge Givens-Davis seconded to approve the renewal contract with Parker County Juvenile Department for Pre-Adjudication Beds at the Dr. Jerome McNeil Jr. Juvenile Detention Center. The motion passed unanimously.

H. Approval of Renewal of Interlocal Agreement to Provide Dental Services between Texas A&M University Health Science Center (TAMUHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department

Dr. Smith asked the Board to approve the renewal Interlocal agreement between Texas A&M University Health Science Center (TAMUHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department. She stated payment for dental services will be at a monthly flat rate of \$9,666.67, for an annual reimbursement not to exceed \$116,000 (FY'2018 - \$77,333.36 and FY'2019 - 38,666.67). She added the clinicians screen approximately 350-450 youth annually as they provide services for all of our facilities. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs.

- Judge Molberg moved and Judge Jenkins seconded to approve the renewal of Interlocal agreement between Texas A&M University Health Science Center on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department. The motion passed unanimously.

I. Approval of Memorandum of Understanding between POETIC and Dallas County Juvenile Department

Dr. Smith introduced Dr. Irie Session and Ms. Jennifer Yarbrough; she then explained that POETIC was created in 2017 and aims to look at the issue of exploitation and trafficking within the system from which it was created, through the lens of gender, race, trauma and social economic status. Under the leadership of HaeSung Han, Psy.D. ATR-BC, LCAT and Irie Session, MDiv., DMin. Dr. Smith explained that in the beginning POETIC would only offer services to the female population with in-community, after-care therapeutic services to trauma-exposed, and symptomatic female youth. Dr. Smith stated there is no financial impact to the Juvenile Department and asked the Board to approve the MOU between POETIC and Dallas County Juvenile Department from December 1, 2017, through November 30, 2018.

- Judge Shannon stated for clarity that the girls identified to participate in POETIC are not the same girls that are a part of the E.S.T.E.E.M. program, and Dr. Smith confirmed. Judge Shannon then asked what is the basis of treatment, what other agencies uses the program and this type of therapy. Dr. Session responded by informing the Board the type of therapy used in POETIC is DBT or Dialectical Behavior Therapy. She explained this type of therapy provides clients with skills to deal with painful memories. She stated this type of therapy has been successful for individuals who suffer from PTSD and further stated it is widely used by agencies that deal with girls who have been involved in sex trafficking. Judge Shannon asked how is this treatment used specifically for sex trafficking victims. Dr. Session replied this particular treatment helps those who have been traumatized to regulate their emotions. With this particular approach, the client and therapist can remain in contact once probation has ceased and they are back into the community; should a situation arise and they need help regulating their emotions and feelings they can always contact their therapist for help. Judge Shannon wanted to know how long has the therapist involved been practicing this approach. Dr. Session replied she has used this therapy for 14 years, and Dr. Han approximately the same. Judge Shannon wanted to know if

they had any other contracts using this particular curriculum. Ms. Yarbrough replied they receive referrals from other NGO's (Non-Government Organizations) as well as from Law Enforcement including DPS. Judge Shannon asked if DBT therapy is used at New Friends New Life. Ms. Yarbrough replied yes. Judge Shannon then asked if they could provide the Board with data showing the success rate using this type of therapy with this particular population. Ms. Yarbrough replied that she didn't have any data on hand, but that Dr. Han would be able to provide the information. Judge Smith wanted to know how do they receive funding. Ms. Yarbrough replied private foundations, individual donors, and events. Judge Givens-Davis asked if the program is a Non-Profit Organization. Dr. Smith stated for the Board that POETIC status had not received its non-profit status. Ms. Yarbrough explained they are a registered 501(c)3 and POETIC is not affiliated with New Friends New Life. Judge Givens-Davis then wanted to know if the 990 was available online. Judge Givens-Davis asked for that information to be included along with the other requested information by the January 2018 Board meeting.

- **Judge Molberg moved and Judge Smith seconded to approve the MOU between POETIC and Dallas County Juvenile Department. The motion passed unanimously.**

J. Ratification of TechShare Juvenile and Juvenile Case Management System - Basic: 2018 Resource Sharing Addendum

Dr. Smith informed the Board that the Commissioners Court had addressed this matter and the Dallas County IT Department is responsible for the payment of \$711,786. Johnson County has elected to pay their total capital costs of \$114,710.00 in ten (10) annual equal payments of \$11,471.00. Dallas County's annual capital reimbursement will be \$5,670.45 (49.43%). There are no additional financial implications associated with TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum. She asked the Juvenile Board approve to the TechShare.Juvenile and Juvenile Case Management System – Basic 2018 Resource Sharing Addendum, to include the 2018 Work Plan, Budget, and Cost Allocation (Attachment A). The Addendum is effective from January 1, 2018, through December 31, 2018.

- **Judge Miller amended the motion to ratify and Judge Jenkins seconded to approve the ratification of TechShare Juvenile and Juvenile Case Management System - Basic: 2018 Resource Sharing Addendum. The motion passed unanimously.**

K. Educational Experience Affiliation Agreement between the University of Texas at Arlington, University of North Texas at Dallas, and Dallas County Juvenile Department

Dr. Smith introduced Dr. Constance Lacy, Dean of Human Services at University of North Texas at Dallas Campus and Dr. Jaya Davis, JDAI Coordinator for Dallas County Juvenile Department and Associate Professor in the Department of Criminology and Criminal Justice at the University of Texas at Arlington. She stated the two women have agreed to provide the Juvenile Department's internship program a diverse population of interns on behalf of their universities. Dr. Smith asked the Board to approve the Educational Experience Affiliation Agreement between the University of Texas at Arlington, The University of North Texas at Dallas, and Dallas County Juvenile Department. Judge Shannon asked was there a particular school where the interns are coming from, are they all placed in psychology, government, or are they placed across the board. Dr. Davis replied that interns coming from UTA will be coming from the Social Work and Criminology Department. Dr. Lacy replied the students of the University of North Texas at Dallas would be coming from Human Services, which is counseling.

- **Judge Jenkins moved and Judge Givens-Davis seconded to approve the Educational Experience Affiliation Agreement between the University of Texas at Arlington, the University of North Texas at Dallas, and Dallas County Juvenile Department. The motion passed unanimously.**

L. Youth Services Advisory Board (YSAB) Juror Fund Recommendation the for Successful Thinking and Responsible Sexuality (STARS) Program for Fiscal Year 2018

Dr. Smith stated at its November 20, 2017 meeting, YSAB approved an allocation for one departmental initiative, Successful Thinking and Responsible Sexuality (STARS) Program. This grant will enable the STARS program to offer incentives, provide supplies and composition journals to its residents, in an effort to assist in and improve their experience with the treatment process. The journals will serve as a tool for expressive thoughts and the supplies will aid in art-related therapies. Finally, incentives will encourage residents to participate in therapy and to maintain positive behaviors. She then asked the Board to approve the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for the Successful Thinking and Responsible Sexuality (STARS) Program for Fiscal Year 2018 grant for \$1,000.00.

- **Judge Miller moved and Judge Givens-Davis seconded to approve the YSAB Juror Fund allocation in the amount of \$1,000.00. The motion passed unanimously.**

M. Juvenile Processing Offices – Cedar Hill Marshal's Office, Cockrell Hill Police Department, Dallas County Hospital District Police Department, Mesquite Police Department and Methodist Health System Police Department

Dr. Smith stated that either Mr. Roger Taylor or Mr. Rudy Acosta inspected all processing offices. She then gave a breakdown of each office:

City of Cedar Hill Marshal's Office Jury Room 7108, located at 285 Uptown Blvd. 100, Cedar Hill, TX 75104. In calendar year 2016, the City of Cedar Hill Marshal's Office did not refer any juveniles to the Dallas County Juvenile Department.

Cockrell Hill Police Department Juvenile Interview Room and Sergeant's office, located at 4125 W. Clarendon Drive, Dallas, TX 75211. In calendar year 2016, the Cockrell Hill Police Department did not refer any juveniles to the Dallas County Juvenile Department.

Dallas County Hospital District Police Department Interview Room 01-910 and Observation Room 01-911, located at 5223 Texoak Avenue, Dallas, Texas 75235. In calendar year 2016, the Dallas County Hospital District Police Department referred 2 juveniles to the Dallas County Juvenile Department. Of the 2 referrals, 1 (50%) was Black and 1 (50%) was Hispanic. Of the 2 referrals, 2 (100%) were male.

Mesquite Police Department Rooms 1019, 1021, 1022, 2008, 4023, 4024, 4045, and 4047, located at 777 N. Galloway Ave., Mesquite, Texas 75149. In calendar year 2016, the Mesquite Police Department referred 360 juveniles to the Dallas County Juvenile Department. Of the 360 referrals, 175 (48.6%) were Black, 138 (38.3%) were Hispanic, 44 (12.2%) were White, 2 (0.6%) were Asian or Pacific Islander, and 1 (0.3%) was American Indian or Alaskan Native. Of the 360 referrals, 254 (70.6%) were male and 106 (29.4%) were female.

Methodist Health System Police Department - Charlton Methodist Hospital Juvenile Processing Office located at 3500 W. Wheatland Road, Dallas, TX 75203. The Methodist Health System Police Department-Charlton Methodist Hospital Juvenile Processing Office was personally inspected by

Roger Taylor, Manager of Probation Services, on October 31, 2017, and he determined this site remains suitable as a Juvenile Processing Office. The designated area is clearly identified with affixed signage labeled as a Juvenile Processing Office.

Methodist Health System Police Department - Methodist Dallas Medical Center

The Methodist Health System Police Department - Methodist Dallas Medical Center maintains a Juvenile Processing Office located in the front lobby of its office on the premises, located at 1411 N. Beckley Ave., Dallas, Texas, 75203. In calendar year 2016, the Methodist Health System Police Department did not refer any juveniles to the Dallas County Juvenile Department.

- **Dr. Smith informed the Board that in regards to contacting all the high- referral agencies, the Department sent a letter requested by the Board in the previous meeting. Judge Shannon initialed the letter on behalf of the Board.**
- **Judge Miller moved and Judge Molberg seconded to approve the Juvenile Processing Offices – Cedar Hill Marshal's Office, Cockrell Hill Police Department, Dallas County Hospital District Police Department, Mesquite Police Department and Methodist Health System Police Department. The motion passed unanimously.**

N. Recommendations for New Non-Residential Services Contracts under Request for Proposals No. 2017-019-6643 for FY2018

Dr. Smith informed the Board that on May 22, 2017; the Juvenile Board was briefed on the outcome of the process for RFP No. 2017-019-6643. During that meeting, the Board approved the RFP process/outcome, the Department's recommendations for contract award to existing contract service providers and the Department's intent to present its recommendations for new contracts in a separate process (Order No. 2017-052). The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause which allows for renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements, as determined by the Juvenile Department. She then asked the Board to approve the Recommendations for New Non-Residential Services Contracts under Request for Proposals No. 2017-019-6643 for FY2018 for Galaxy Counseling Center, K16 Ready Society, Inc., My Girls, Inc., and Youth Conversion. Funding for these contracts comes out of our general budget 5110.

- **Judge Plumlee moved and Judge Martin seconded to approve the Recommendations for New Non-Residential Services Contracts under Request for Proposals No. 2017-019-6643 for FY2018. The motion passed unanimously.**

O. Recommendation for New Residential Services Contracts under Request for Proposals No. 2017-018-6642 for FY2018

Dr. Smith informed the Board that on May 22, 2017, the Juvenile Board was briefed on the outcome of the process for RFP No. 2017-018-6642. During that meeting, the Board approved the RFP process/outcome, the Department's recommendations for contract award to existing contract service providers and the Department's intent to present its recommendations for new contract awards to the vendors listed below, in a separate process (Order No. 2017-051). The contract terms will begin upon final execution of the contract documents and will end on September 30, 2018. The contract includes an annual renewal clause that allows for renewal of the contract for three (3) additional twelve (12) month periods, if the contractor is operating an effective program and complying with contract requirements, as determined by the Juvenile Department. Dr. Smith

informed the Board that Woodward Youth Corp, DBA is in Iowa and that it has been inspected and deemed suitable for the confinement of our youth by the Department. The funding for these contracts comes out of the general budget 5110 and grants provided by TJJD. She then asked the Board to approve the Recommendation for New Residential Services Contracts under Request for Proposals No. 2017-018-6642 for FY2018 for Unity Children's Home, Woodward Youth Corp, DBA: Woodward Academy, and Woodward Youth Corp, DBA: Forest Ridge Youth Services.

- **Judge Shannon asked for the location of Unity Children's Home; Dr. Smith replied it is in Houston. Judge Shannon then asked what gap would Woodward cover since they are in Iowa? Ms. Denika Caruthers, Legal Advisor for the Department answered mental health treatment for both boys and girls. Judge Plumlee asked if there are any of our youth currently in Iowa. Dr. Smith answered there is one girl in Mingus because they accept significantly mentally ill girls. Ms. Virginia Ward, Contract Services Manager, explained to the Board that travel arrangements for our youth going to the facility is such that the Probation Officer will fly with the youth and release them to the accepting agency's officer at the airport. Judge Shannon asked if they had any Texas youth. Ms. Ward replied yes, between the two facilities they have twenty. Ms. Caruthers added that they had spoken with a few of the residents but could not speak with all of them due to the fragile nature of what they are going through.**
- **Judge Molberg moved and Judge Smith seconded to approve the recommendation for New Residential Services Contracts under Request for Proposals No. 2017-018-6642 for FY2018. The motion passed unanimously.**

P. Amendment to the Victoria County Contract for FY2018: Amendment No. 1

Dr. Smith reminded the Board they approved the Juvenile Department's request to renew the contract with Victoria County on July 24, 2017 (Order No. 2017-075). Subsequent to that action, the following developments occurred, which require the contract agreement with Victoria County to be amended:

1. Victoria County's per diem rate for the Specialized Female Pregnant Offender Program was adjusted to \$225.00, an 11% increase over the current rate of \$200.00, per day. Thus, Article VII. Compensation of the contract will be revised accordingly.
2. The Texas Juvenile Justice Department's (TJJD) standards for secure facilities were revised to eliminate the requirement for written individualized treatment/case plans, effective January 1, 2017. Thus, Paragraphs E, F, and G of Article III. Services will be excluded from the contract.
3. Victoria County is not a child-placing agency and does not place residents in foster homes. Thus, Paragraphs M of Article III. Services, is not applicable, and will be excluded from the contract.
4. HB 89 Anti-Boycott, Divestment, Sanctions (BDS) became effective on September 1, 2017. The contract is being amended to include appropriate verbiage in Article XIV. Texas Law to Apply.

The contract with the changes went into effect September 1, 2017, through August 31, 2018.

- **Judge Smith moved and Judge Martin seconded to approve the amendment to the Victoria County contract for FY2018: Amendment No. 1. The motion passed unanimously.**

Q. New Contracted Non-Residential and Residential Placement Rates

Dr. Smith began by pointing out a typo under the Non-Residential section. She stated the amount should read 2,500,000.00 and not 25,000,000.00 as the estimated impact to the budget. She informed the Board that TJJD per diem rates have gone up and directed their attention to pages 2 and 3. Dr. Smith explained that if the Department were to place the maximum amount of youth in each of the facilities we could anticipate an increase of up to 3 million dollars. Dr. Smith explained that the Department has come up with a strategy to prevent the 3 million dollar increase and asked the Board to approve the New Contracted Non-Residential and Residential Placement Rates.

- **Judge Martin moved and Judge Givens-Davis seconded to approve the New Contracted Non-Residential and Residential Placement Rates. The motion passed unanimously.**

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

Dr. Smith stated under the Juvenile Department's current residential services contract with GCTC, the Juvenile Department pays a per diem of \$125.48 for youth in residential placement at the facility. Through the MOU, Workforce Solutions Greater Dallas will pay \$62.74 (50%) of the daily placement cost for twelve (12) Dallas County youth accepted into the grant program at Gulf Coast Trades Center. The Juvenile Department will be responsible for the remaining \$62.74 (50%) of the daily placement cost. Funds are allocated within the Juvenile Department's General Fund and Texas Juvenile Justice Department (TJJD) State Aid Grants. This grant reimbursement rate was effective October 1, 2017. She mentioned there were 14 boys in the program but 3 were unsuccessfully discharged so now 11 remain. She stated there is a 72% post-discharge employment and post-secondary education. Dr. Smith asked the Board to approved the Dallas County Juvenile Department to continue the Memorandum of Understanding between the Juvenile Department and Gulf Coast Trades Center, which will allow twelve (12) Dallas County youth to participate in the WIOA, Title I, Out of School Youth Program during FY2018, and for the Chairman of the Juvenile Board to be authorized to sign the MOU documents on behalf of Dallas County.

- **Judge Molberg moved and Judge Givens-Davis seconded to approve the Gulf Coast Trades Center, Workforce Development Grant MOU. The motion passed unanimously.**
- **Judge Shannon entertained a motion to recess as the Juvenile Department.**
- **Judge Smith moved and Judge Molberg seconded to recess as the Juvenile Department.**
- **Judge Smith moved and Judge Molberg seconded to convene as the Academy for Academic Excellence (AAE).**

VII. Discussion Items - AAE**S. Academy for Academic Excellence (AAE) Charter School Update**

Dr. Smith stated that normal programming is taking place and highlighted Parents night at JJAEP. During parents night, there were drawings for door prizes for the participants; the funds for the prizes came from the Youth Services Advisory Board (YSAB). She added that 24 families benefitted from the Food Bank and 13 families from the Clothing Closet. Dr. Smith then acknowledged all the Campus Administrators and Assistants for a wonderful job.

VIII. Action Item**T. Annual Approval of School Improvement Plans for the Academy for Academic Excellence**

Dr. Smith informed the Board the Improving Basic Programs Operated by Local Education Agencies effort in Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act (NCLB), provides supplemental funding to state and local education agencies. The Academy for Academic Excellence (AAE) is a recipient of Title I, Part A funds. As recipients of Title I, Part A funds, AAE has specific requirements explicit to the Title I school-wide program. The district and campuses must complete a comprehensive plan to reform/support their instructional program. She then stated it is recommended that the Academy for Academic Excellence School Charter School Board approve School Improvement Plans for the Academy for Academic Excellence.

- **Judge Miller moved and Judge Givens-Davis seconded to approve the School Improvement Plans for the Academy for Academic Excellence. The motion passed unanimously.**
- **Dr. Smith asked for permission to address the Board. During her address, she expressed her gratitude for the phenomenal job each member does in working with the Juvenile Department.**
- **Judge Shannon entertained a motion to recess the AAE Board.**
- **Judge Givens-Davis moved and Judge Smith seconded to recess as the AAE Board. The motion passed unanimously.**
- **Judge Miller moved and Judge Givens-Davis seconded to reconvene as the Juvenile Board. The motion passed unanimously.**

IX. Executive Session – Juvenile Department

For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076 Subjects: Litigation, Security, Personnel, and Contracts

Judge Shannon stated there were no matters for Executive Session and entertained a motion to adjourn.

- **Judge Molberg moved and Judge Givens-Davis seconded to adjourn the Juvenile Board Meeting. The motion passed unanimously.**
- **Meeting adjourned at 5:52 pm.**



PUBLIC COMMENT III.



DISCUSSION ITEMS IV.



DISCUSSION

ITEM

A.

DALLAS COUNTY JUVENILE DEPARTMENT
DIRECTOR'S REPORT
December 2017

The Department recognized outstanding departmental employees for the Year 2017, including the Director's Award for 2017 and the Youth First Award for 2017, as following:

DCJD Employees of the Year: Institutional Services – Edward Lee (Juvenile Supervisor - Detention), Educational Services – Kathryn Kimberlin (Teacher - Detention), Probation Services – Galdino Villaseñor (Juvenile Probation Officer - SNU), Clinical Services – Dr. Darius Campinha-Bacote (Psychologist/Supervisor - FFT), Administrative Services – Christian Yost (Manager - Research & Statistics).

DCJD Directors Award: Jose Baylon (Assistant Supervisor - District 4).

DCJD Youth First Award: Cynthia Wallace (Program Manager - Detention).

DCJD Youth Advocate Award: Terry Lynn Crenshaw (Youth With Faces Chef - Post Facilities).

Natalie Gardner, secretary in the Placement Services Unit, was selected as the 2017 Dallas County Employee of the Year for Courts and Justice Administration at Commissioners Court on December 19, 2017.

PROBATION SERVICES DIVISION

Community Service Restitution (CSR) Update:

Throughout the month one hundred and seventy (170) youth performed nine hundred and thirty-six (936) hours of community service restitution. The CSR Coordinator supervised CSR projects at Kwanzaa Fest and Friendship West Manhood Bootcamp that resulted in thirty-six (36) youth completing two hundred and forty-eight (248) hours of CSR.

INSTITUTIONAL SERVICES DIVISION

DETENTION CENTER

Program News and Updates:

Residents decorated the hallways and units in various holiday scenes. Special thanks to Toska Lee Medlock and the Day of Impact Team who hosted a hamburger, hotdog and bar-b-que luncheon for residents. Ms. Medlock provided the meals and guest speakers for the Detention, Hill and Post Staff Appreciation Luncheon on Thursday, December 14th. On Christmas morning, the gym was filled with holiday music and approximately 40 volunteers served continental breakfast and handed out gifts to more than 300 residents. The month of holiday cheer ended with the "last supper", a hot 2-piece mixed meal from Church's Chicken.

Volunteer Programs and Residents Activity:

Total Volunteer/Hours December: Volunteers: 115 Total Hours: 315.5

Dallas County HHS Screening: 0 residents, 0 positive for Syphilis and 0 positive for HIV.

Volunteer Programs: Lend-an-Ear

Life/Social Skill Programs: Catholic Diocese – Learning for Life; New Friends New Life – Refuge; Succeeding @ Work – Teens @ Work; Traffick911 – TRAPS (Traps of a Trafficker); NTRUPT – Making Proud Choices.

DETENTION			
DETENTION	NOV	DEC	YTD
Admissions	238	233	2853
Releases	243	231	2810
ADP	179	188	176
Detention Hearings	435	423	5521
TJJD/Placement Trips	9	6	102
Local trips	51	64	832
Youth transported	47	44	340
START	NOV	DEC	YTD
Admissions	1	1	71
Releases	5	0	95
Successful	4	0	57
Unsuccessful	0	0	9
Administrative	1	0	29
ADP	3	3	16

Spiritual Enrichment/Ministry Bible Study: Covenant Church, A-Team, Snickers Church (formally 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.

Life & Social Skills/Spiritual Enrichment Combo: MTO Leadership Development (Ministry through Originality); I Am Second; More Than Jewels; Women Divine.

Chaplain's Report: Counsel/Prayer: RDT girls.

Special Programs/Events:

- Day of Impact Christmas Luncheon
- Gingerbread Christmas Morning
 - o Movie Nights: The Ultimate Gift, A Christmas Story, Left Behind

Friday Night Socials - made possible by Covenant Church Juvenile Ministry.

- Residents attending Socials: Honors males and Honors girls.

MARZELLE C. HILL TRANSITION CENTER

Program and Residents Activities: Residents were able to have lunch on Christmas Eve which consisted of hamburgers and hot dogs. On Christmas Day, the youths were provided donuts and gifts. Also, they were provided Church's Chicken lunch a couple of days after Christmas while on school break and the residents participated in the Christmas Decoration Contest.

HILL CENTER			
	NOV	DEC	YTD
Admissions	42	37	394
ADP	42	36	31
Releases	49	36	389
Total Youth Served	84	72	425

Medical Services: There were zero (0) medical issues during the month.

Volunteer Services: 8 groups consisting of 19 individuals provided a total of 50 hours of service.

MEDLOCK CENTER

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

Life Skills: Residents learn how to maintain a better health, hygiene, independent living and employment which can be used once they are release from the program.

Medical Services: Eleven (11) Residents were seen by med van nurse on-site.

Program Equip: Residents participate in Juvenile Supervision Officer, Probation Officer and Therapist Groups.

Recreational Activities: Residents participate in large muscle activities which consist of push-ups, sit-ups and outside recreation.

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

MEDLOCK			
	NOV	DEC	YTD
Admissions	4	10	82
Released	11	6	89
Successful	9	5	79
Unsuccessful	2	1	10
Administrative	0	0	0
ADP	41	38	43
Total Youth Served	48	47	130
START			
	NOV	DEC	YTD
Admissions	4	0	71
Releases	8	2	52
Successful	8	1	49
Unsuccessful	0	0	2
Administrative	0	1	1
ADP	23	20	28
Total Youth Served	29	21	71

Volunteer Groups:

Holidays: Our Culinary Art Program provided a holiday dinner on Saturday, December 16, 2017. Administrative staff, education staff and volunteers were in attendance.

Potter's House: Residents participate in chapel service, Bible study and religious activities if they choose.

Pleasant Valley Baptist Church: Residents participate in chapel service, Bible study and religious activities if they choose.

Let's Get It: Residents participate in various exercise activities.

Art Therapy: Residents participate in painting and other art activities.

Enrichment Programs:

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

Some of this month's culinary classes included: residents learning how to garnish and cut vegetables and fruits to place on serving trays. The residents are still learning how to properly set tables with silverware and proper serving techniques. They are tasked with planning a meal and the process it takes beginning with what will be cooked, the ingredients needed, writing out the recipe as well as preparing the meal. With school back in session they started the Career Readiness Classes. They will meet with their instructors on Mondays, Tuesdays and Thursdays.

First Three Years: Residents who are fathers are allowed to participate in the program with parental permission. First Three Years is a program that helps our residents in parenting skills and responsibilities. While residents are in the program, their baby will receive formula, diapers and baby wipes. Upon completion the residents participate in their graduation from the program.

YOUTH VILLAGE

Holiday Program/Dinner: Residents from each dorm participated in the Holiday program through song, poetry and art. Dinner was provided by Youth With Faces and served by culinary arts students. Staff and volunteers were in attendance.

Social Skills/Thinking Errors: Resident incentive plans and behaviors are addressed with use of social skills and Thinking Error principles. Group and Huddle-ups also use these principles to further emphasize problem-solving, anger management, positive interaction, leadership and teamwork strategies.

Volunteer Groups:

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

Concord Baptist Church - Residents meet with the volunteers on the 2nd and 4th Sundays for Bible-based study group. Discussion also includes anger management and coping strategies for overall success.

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

YOUTH VILLAGE			
	NOV	DEC	YTD
TOTAL			
Admissions	10	8	93
Released	9	7	71
Successful	5	6	56
Unsuccessful	4	1	14
Administrative	0	0	1
ADP	50	50	39
Total Youth Served	60	59	123
YOUTHFUL OFFENDERS			
	NOV	DEC	YTD
Admissions	1	1	6
Releases	0	3	11
Successful	0	3	8
Unsuccessful	0	0	3
Administrative	0	0	0
ADP	6	5	8
Total Youth Served	6	7	15

Enrichment Programs:

Culinary Arts Program: Assist in helping youth learn skills needed to work in restaurant setting within the food industry. Participants gain hands-on experience and lessons on working as a team to accomplish team goals. Completion of program leads to possible internship at Café Momentum.

Therapeutic Horticulture: Residents learn human nurturing, development, resiliency, socialization and rehabilitative skills. Residents also learn garden design, planting and harvesting.

PREP Program: PREP stands for Patience, Responsibility, Empathy and Partnership. By working through challenges which the animals present, residents witness the power of being responsible and committing to something new and rewarding.

Career Readiness: Youth gain skills to enhancing their employability by learning job skills, resume writing skills, and job searching skills. Youth are also given financial literacy course that emphasizes budgeting, using bank accounts and dangers of credit cards and loans.

Field Trips: High-level residents attended the Dallas Mavericks' game on December 12th and December 26th. The two outings were a huge success. This was the first basketball game for the residents and they enjoyed the experience.

Medical Services: Eight (8) residents were transported to Juvenile Detention Center for dental care. Fifty-Nine (59) residents were treated at the Med Van on campus and Three (3) residents were seen by Mental Health Provider on campus.

LETOT CENTER

Community Initiatives: Non-Residential Services received 33 referrals to be addressed through the Letot Crisis Intervention Program, Deferred Prosecution and ESTEEM Court.

Judge Shannon continues to preside over the ESTEEM Court. There are two (2) youth and families attending ESTEEM Court. There are two (2) youth actively participating in the ESTEEM court aftercare program. Zero youth began services. Zero (0) successfully completed, Zero (0) were unsuccessfully discharged, and zero (0) were neutrally discharged. Two (2) youth were referred this month. Functional Family Therapy and Clinical Unit have been providing services. The annual ESTEEM Court Christmas dinner was celebrated with the families and the girls received gifts, thanks to the YSAB Christmas fund. The parents and siblings also received gifts donated by Janis Evans a former employee, and community partners of Prayers for Freedom.

LETOT CENTER			
RESIDENTIAL	NOV	DEC	YTD
Admissions	22	14	243
Releases	28	17	249
ADP	26	22	23
Total Youth Served	49	34	266
INTAKE/ORIENTATION			
Admissions	79	55	811
Releases	79	56	811
ADP	2	1	1
Total Youth Served	81	56	811

Monthly Community Connection:

Letot Clinical Psychological Services: Six (6) families were referred for Clinical services.

Non-Residential Unit: Received donated food baskets from community partners New Friends New Life. The baskets were utilized for youth and families during the holiday season.

Residential: Health Screens – 17, Call Backs – 1, Doctor's visits – 28

Volunteer Services: Faith-Based Volunteers: worship and religious study – 5 volunteers, 3.6 hours; Life Skills Volunteers: visiting and teaching - 17 volunteers, 17 hours; for a total of 22 volunteers who provided 20.6 hours of volunteer service.

Clinical Services:

Residential Services: The clinical team provided counseling for 21 residents. Services included individual counseling sessions (63), family counseling sessions (51), and process group sessions (27). Individual sessions were designed to meet the individual therapeutic needs of the resident and were provided through the CBT, CBT-trauma informed care,

and DBT models. Family sessions were developed to improve the communication between resident and family. Group sessions included topics such as self-esteem, anger management, peer relationships, resolving conflicts, mindfulness activities and learning to identify and manage emotions. In addition, the staff provided (254) residential consultations. There were 3 staffings held this month allowing for the clinical, administrative, case management, and JRO staff to discuss approximately 28 residents weekly (84). There were (40) daily rounds provided to determine the status of the residents and proactively manage potential crises.

Non-Residential Services: Clinical Services for the Non-Residential Unit included individual counseling sessions (12), family counseling sessions (9) and consultations with the Non-Residential case managers (39). The purpose of the individual and family counseling sessions was to improve the communication and relationships among family members and to maintain the improvements made while in the Residential Program.

General Clinical Service: General Clinical Services for the month included completing 5 Intakes to determine the appropriateness of the individual for Residential or Non-Residential Services as well as psychological assessments. Parent/Youth Groups (4), which were open to both Residential and Non-Residential families, were also conducted weekly and constructed both for support and psychoeducation. Topics included communication, discipline, adolescent development, and value clarification. The Clinical staff attended 7.5 hours of training and provided 12 hours of supervision.

ESTEEM Court: Members of the Letot Clinical team provided family group (3), HOPE group (2), parent group (1), and support group for the guardians to improve self-esteem, coping skills, and support. In addition, consultations were provided to the court and program staff.

Additional Services: A successful indoor soccer program for the residents was developed by one of the clinical staff. The program encourages the development of listening skills and has increased the desire to follow instructions while reinforcing physical activity as a way to provide stress management. Training on stress management and burnout was rescheduled for January.

LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS

We had a total of 15 residents for the month.

Social Skills: The girls participate in anger management, problem solving, moral decision making, positive peer interaction, team work, and leadership through groups, team building exercises, sports, self-esteem building and assignments. The girls learn the skills and practice application of these skills when they get the opportunity to lead the group of peers.

LETOT RTC			
	NOV	DEC	YTD
Admissions	0	2	30
Releases	1	0	27
ADP	15	14	15
Total Youth Served	15	16	43

Volunteer Groups:

Big Thought: Residents were able to participate in acting classes. The residents have been working on various skits where they are learning role plays and working on character emotions. They are now learning how to write their own scripts for short skits they will perform during the class.

Epic Yoga: Two yoga groups were provided this month. They were conducted by volunteer Laura Fonville.

St. John Church (Mr. Charles Butler): Residents may participate in Bible study and religious activities if they choose.

Planned Parenthood: Did not meet with the residents this month.

Dr. Michelle Woody and Speak Young Sister: Involves a 6-week enrichment program that assists the youth with their self-esteem and self-identity. Graduation celebration was held this month for the completion of the first 6 weeks.

Concord Baptist Church - Residents participated in Bible study that is associated with building self-esteem and self-respect. Concord provided a Christmas luncheon for the young ladies.

Enrichment Programs:

Culinary Arts Program: The girls continue to thrive in this program and have learned to appreciate the planning and preparing steps necessary to present a nutritious, nice looking meal from various cultures. They are tasked with working through every detail of cooking, from knowing the ingredients that are needed, to writing the recipe, cooking, and serving the meal. Some of this month's culinary classes included learning how to garnish and cut vegetables and fruits to place on serving trays, learning how to properly set tables with silverware, and the proper serving techniques. The girls are also involved in the Career Readiness Classes several days each week.

Horticulture: Residents are learning responsibility by the planting and nurturing of sustainable foliage, harvesting, learning the basics of gardening for both edible and ornamental plants. Residents are also growing their own personal plants, where they are responsible for the growth and nurturing of their plant daily.

Clinical Services:

All 15 residents received individual therapy (approximately 73 hours). Family therapy was offered to all families. Therapists provided family therapy to 15 families (approximately 23 client-contact hours) and 5 parents received parent therapy (9.75 client contact hours). The clinical team also provided crisis intervention (approximately 28.25 client-contact hours) and clinical rounds (approximately 75.25 client-contact hours). Clinical rounds consist of each clinical team member engaging with the youth, checking in, and providing support throughout the day. Clinicians also consult with and check in with staff throughout the day which facilitates continuity of care and clear and consistent communication (approximately 79.75 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted 5 art groups this month which primarily focused on open studio, 6 word story boards, and painting. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Eight coping skills group were provided. These groups focused on distress tolerance. The girl empowerment group enables the girls to increase their self-protective skills and self-identity by discussing how rights, cultural dynamics, gender, and environment impact residents and how they can successfully navigate challenging situations. Six girl empowerment groups focused on communication, challenging situations, and empowerment. Three meditation groups were provided for the girls to engage in self-reflection and emotional regulation. Clinicians also led 7 process groups which focused on conflict resolution, goals, and working through uncomfortable thoughts and feelings.

Psychiatric Services: Nine youth were referred to or seen by the Psychiatrist this month.

Medical Services: Health Screens – 0, Call Backs – 0, Doctor's visits - 9.

Volunteer Hours: We had 10 volunteers and a total of 38.4 hours volunteered.

December 2017 Referrals

	Alleged Delinquent Behavior														Alleged CINS Behavior										Other Referrals				All Referrals														
	Alleged Delinquent Behavior														Alleged CINS Behavior										Other Referrals																		
	Felonies							Class A & B Misdemeanors							Violation of Court Order							Total CINS								Other Referrals													
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Total Felony	Weapons Offenses	Assaultive	Theft	Other Property	Drug Offenses	Other Misd.	Contempt of Magistrate	Total Delinquent	Violation of Court Order	Truancy	Runaway	Alt. Ed. Expulsion	Property (was Theft)	Disorderly Conduct	Drugs	Liquor Laws		Sex Offenses	Other CINS	Total CINS	Contract Detention	Crisis Intervention	Other Administrative	Total Other							
Male	0	11	15	17	1	3	20	3	8	4	7	89	84%	0	44	17	7	28	28	0	213	79%	44	86%	0	30	1	0	0	0	0	0	13	44	47%	12	0	6	18	69%	319	73%	
Female	0	2	2	6	0	1	3	1	1	0	1	17	16%	0	17	12	1	6	4	0	57	21%	7	14%	0	32	0	0	0	0	0	0	16	49	53%	7	0	1	8	31%	121	28%	
												106								270	51																26		440				
Amer. Indian/Alaskan	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Asian	0	0	0	0	0	0	0	0	1	0	0	1	1%	0	0	0	0	0	0	1	0%	0	0%	0	2	0	0	0	0	0	0	0	0	2	2%	0	0	0	0	0	0	0	0
Black	0	4	11	10	1	1	10	2	0	3	3	45	42%	0	33	15	5	6	17	0	121	45%	21	41%	0	26	0	0	0	0	0	13	40	43%	9	0	5	14	54%	196	45%		
Hispanic	0	6	6	7	0	3	11	0	4	1	2	40	38%	0	20	12	1	19	13	0	105	39%	26	51%	0	21	0	0	0	0	0	15	36	39%	4	0	1	5	19%	172	39%		
White	0	3	0	6	0	0	2	2	4	0	3	20	19%	0	8	2	2	9	2	0	43	16%	4	8%	0	13	1	0	0	0	0	1	15	16%	6	0	1	7	27%	69	16%		
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
												106								270	51																		26		440		
10 Years Old	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	1	0	0	0	0	1	0%	0	0%	0	1	0	0	0	0	0	0	1	2	2%	1	0	0	1	4%	4	1%		
11 Years Old	0	0	0	2	0	0	0	0	0	0	0	2	2%	0	1	0	0	1	0	0	4	1%	1	2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12 Years Old	0	1	0	1	0	0	1	0	0	0	0	3	3%	0	3	3	0	0	0	9	3%	0	0%	0	5	0	0	0	0	0	0	4	9	10%	0	0	0	0	0	0	0	0	
13 Years Old	0	1	1	2	0	0	3	0	0	1	0	8	8%	0	14	3	2	1	3	0	31	11%	2	4%	0	10	0	0	0	0	0	6	16	17%	1	0	0	1	4%	50	11%		
14 Years Old	0	2	5	5	0	0	5	2	2	1	1	23	22%	0	15	5	1	4	9	0	57	21%	4	8%	0	16	1	0	0	0	0	5	22	24%	1	0	0	1	4%	84	19%		
15 Years Old	0	1	10	7	0	2	5	0	3	2	3	33	31%	0	10	9	2	10	6	0	70	26%	8	16%	0	15	0	0	1	0	0	8	24	26%	7	0	2	9	35%	111	25%		
16 Years Old	0	4	1	6	1	2	9	2	3	0	4	32	30%	0	15	8	3	17	13	0	88	33%	23	45%	0	14	0	0	0	0	0	5	19	20%	8	0	2	10	38%	140	32%		
17+ Years Old	0	4	0	0	0	0	0	0	1	0	0	5	5%	0	2	1	0	1	1	0	10	4%	13	25%	0	1	0	0	0	0	0	0	1	1	1%	1	0	3	4	15%	28	6%	
												106								270	51																		26		440		

422 youth accounted for the 440 total referrals.



DISCUSSION ITEM B.



JJAEP Director's Report November & December 2017

Director's Report Juvenile Justice Alternative Education Program – November & December 2017

November at a Glance

On November 3rd students participated in a presentation by School Resource Officer Wright and his colleagues. The presentation was on the topic of Cyber Bullying and the emotion and legal consequences of participating in such an act.

On November 14th students attended a concert performed by the Dallas Chamber Symphony. Students really enjoyed the variety of music played and the stories told by each of the musicians.

On November 20th all teachers, case managers, and JSO's, participated in training on Poverty Simulation. This was an extremely valuable professional development as it provided everyone an experience of the real life struggles that families in poverty face as they try to meet day to day expectations.

Instruction at a Glance

On Veteran's Day, students learned about what it takes to be a Veteran while studying the virtue of *courage* in their social skills class.

November 3rd was a half day for students, allowing for professional development to occur for our teachers the second half of the day. Teachers met with their content teams to discuss a variety of topics which included six weeks pre and post testing data.

Students with perfect attendance and those that achieved the A/B honor roll were recognized on the 13th. We had 12 students that were celebrated.

December at a Glance

December 4th – 8th eligible high school students participated in the testing of End Of Course (EOC) tests.

December 8th selected students participated in a field trip to the Frontiers of Flight Museum.

December 18th – 21st students took semester exams.

December 22nd was second annual JJAEP/DRC Talent Show.

December 22nd was the last day of the first semester.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT									
Student Enrollment as of:		11/30/2017		Total Enrollment:		70			
Students on Probation/Spv.:		36		51.43%					
OFFENSE STATUS									
Disc.:		24		34.29%		Mand.:		46	
						65.71%		Pimt.:	
								0	
								0.00%	
DEMOGRAPHICS									
Category					Category				
GENDER					DISTRICT	Number	Percent		
Male			Female		CFB-904	5	7.14%		
55			78.57%		15	21.43%		CHISD-904	1
								1	1.43%
GRADE			Number	Percent	Coppell-992	1	1.43%		
3			0	0.00%	Desoto-906	6	8.57%		
4			1	1.43%	DISD-905	12	17.14%		
5			1	1.43%	Duncanville-907	11	15.71%		
6			2	2.86%	Garland-909	7	10.00%		
7			7	10.00%	GPISD-910	5	7.14%		
8			9	12.86%	HPISD-911	1	1.43%		
9			22	31.43%	IRVING-912	4	5.71%		
10			14	20.00%	Lancaster-913	3	4.29%		
11			4	5.71%	Mesquite-914	6	8.57%		
12			10	14.29%	RISD-916	8	11.43%		
			70	100.00%	Sunnyvale-919	0	0.00%		
						70	100.00%		
AGE	Number	Percent		ETHNICITY	Number	Percent			
10	2	2.86%		African American	25	35.71%			
11	2	2.86%		Asian	1	1.43%			
12	4	5.71%		Caucasian	9	12.86%			
13	5	7.14%		Hispanic	35	50.00%			
14	5	7.14%		Native American		0.00%			
15	19	27.14%			70	100.00%			
16	13	18.57%							
17	17	24.29%							
18+	3	4.29%							
	70	100.00%							
OFFENSE DESCRIPTIONS					Number	Percent			
D-12	Serious Misbehavior				8	11.43%			
D-14	Misdemeanor Drugs				1	1.43%			
D-15	Felony Criminal Mischief				1	1.43%			
D-16	Court/County Placement				0	0.00%			
D-17	Assault Against Employee				2	2.86%			
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)				0	0.00%			
D-19	False Alarm/Terroristic Threat				7	10.00%			
Title 5	Off Campus Felonies Against Student & Other New Discretionary				5	7.14%			
M-01	Weapons/Firearms				8	11.43%			
M-02	Weapons other than Firearm				3	4.29%			
M-03	Aggravated Assault				9	12.86%			
M-04	Sexual Assault				2	2.86%			
M-05	Aggravated Sexual Assault				0	0.00%			
M-06	Arson				1	1.43%			
M-07	Murder Offenses/Manslaughter				0	0.00%			
M-08	Indecency with a Child				2	2.86%			
M-09	Aggravated Kidnapping				0	0.00%			
M-10	Felony Drugs				19	27.14%			
M-11	Retaliation Against Any Employee				1	1.43%			
M-12	Aggravated Robbery				1	1.43%			
P-16	Court Placement				0	0.00%			
					70	100.00%			
DETENTION; PLACEMENT or WARRANTS:					0	0.00%			
SPECIAL EDUCATION STUDENTS:					13	18.57%			
Avg. Daily Attendance:		56	82.97%	Cum. SY Daily Attendance:	47	80.53%			

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2017-2018 School Year

November began with 66 students and ended with 70 students enrolled at the Dallas County JJAEP. On average, there were 56 or 82.97% of the students attending on any given day. Of the 70 students enrolled at month's end, there were 24 discretionary referrals; 0 placement; and 46 mandatory referrals.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT									
Student Enrollment as of:		12/22/2017		Total Enrollment:		73			
Students on Probation/Spv.:		38		52.05%					
OFFENSE STATUS									
Disc.:		25		34.25%		Mand.:		48 65.75% Plmt.:	
								0 0.00%	
DEMOGRAPHICS									
Category					Category				
GENDER					DISTRICT	Number	Percent		
Male			Female		CFB-904	6	8.22%		
61	83.56%		12	16.44%		CHISD-904	1	1.37%	
GRADE	Number	Percent				Coppell-992	1	1.37%	
3	0	0.00%				Desoto-906	3	4.11%	
4	1	1.37%				DISD-905	12	16.44%	
5	1	1.37%				Duncanville-907	10	13.70%	
6	2	2.74%				Garland-909	11	15.07%	
7	6	8.22%				GPISD-910	6	8.22%	
8	10	13.70%				HPISD-911	1	1.37%	
9	23	31.51%				IRVING-912	6	8.22%	
10	15	20.55%				Lancaster-913	2	2.74%	
11	3	4.11%				Mesquite-914	6	8.22%	
12	12	16.44%				RISD-916	8	10.96%	
	73	100.00%				Sunnyvale-919	0	0.00%	
							73	100.00%	
AGE	Number	Percent		ETHNICITY	Number	Percent			
10	2	2.74%		African American	24	32.88%			
11	2	2.74%		Asian	1	1.37%			
12	3	4.11%		Caucasian	10	13.70%			
13	5	6.85%		Hispanic	38	52.05%			
14	9	12.33%		Native American	0	0.00%			
15	20	27.40%			73	100.00%			
16	13	17.81%							
17	17	23.29%							
18+	2	2.74%							
	73	100.00%							
OFFENSE DESCRIPTIONS							Number	Percent	
D-12	Serious Misbehavior						8	10.96%	
D-14	Misdemeanor Drugs						2	2.74%	
D-15	Felony Criminal Mischief						1	1.37%	
D-16	Court/County Placement						0	0.00%	
D-17	Assault Against Employee						2	2.74%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)						0	0.00%	
D-19	False Alarm/Terroristic Threat						7	9.59%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary						5	6.85%	
M-01	Weapons/Firearms						8	10.96%	
M-02	Weapons other than Firearm						3	4.11%	
M-03	Aggravated Assault						9	12.33%	
M-04	Sexual Assault						2	2.74%	
M-05	Aggravated Sexual Assault						0	0.00%	
M-06	Arson						1	1.37%	
M-07	Murder Offenses/Manslaughter						0	0.00%	
M-08	Indecency with a Child						2	2.74%	
M-09	Aggravated Kidnapping						0	0.00%	
M-10	Felony Drugs						21	28.77%	
M-11	Retaliation Against Any Employee						1	1.37%	
M-12	Aggravated Robbery						1	1.37%	
P-16	Court Placement						0	0.00%	
							73	100.00%	
DETENTION; PLACEMENT or WARRANTS:							2	2.74%	
SPECIAL EDUCATION STUDENTS:							14	19.18%	
Avg. Daily Attendance:		53	81.14%	Cum. SY Daily Attendance:		48	80.65%		

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2017-2018 School Year

December began with 70 students and ended with 73 students enrolled at the Dallas County JJAEP. On average, there were 53 or 81.14% of the students attending on any given day. Of the 73 students enrolled at month's end, there were 25 discretionary referrals; 0 placement; and 48 mandatory referrals.



ACTION ITEMS

V.



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: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Chairman of the Juvenile Board

Background of Issue:

Section 152.0631 of the Human Resources Code establishes the composition of the Dallas County Juvenile Board, the terms of appointment, and stipulates the Board will hold a meeting in January and elect a Chairman and hold other "regular meetings as determined by the Board at the January meeting."

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

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

Legal Information:

Section 152.0631 of the Human Resources Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Chairman and hold other "regular meetings as determined by the Board at the January meeting."

Recommendation:

It is respectfully recommended that the Board elect a Chairman of the Juvenile Board for the 2018 term.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2018 - XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

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

WHEREAS, Section 152.0631 of the Human Resources Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Chairman; and

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

WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Chairman for the 2018 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects _____ as Chairman of the Dallas County Juvenile Board for the 2017 term.

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Approved by:

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: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Re: Election of Vice-Chairman of the Juvenile Board

Background of Issue:

Section 152.0631 of the Human Resources Code establishes the composition of the Dallas County Juvenile Board, the terms of appointment, and stipulates the Board will hold a meeting in January and elect a Vice-Chairman and hold other "regular meetings as determined by the Board at the January meeting."

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

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

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

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

Legal Information:

Section 152.0631 of the Human Resources Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Chairman and hold other "regular meetings as determined by the Board at the January meeting."

Recommendation:

It is respectfully recommended that the Board elect a Vice-Chairman of the Juvenile Board for the 2018 term.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: **2018 -XXX**

DATE: **January 22, 2018**

STATE OF TEXAS **§**

COUNTY OF DALLAS **§**

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name

Name

Name

Name

Name

Name

Name

Name

Name

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

WHEREAS, Section 152.0631 of the Human Resources Code establishes that the Dallas County Juvenile Board will hold a meeting in January and elect a Vice-Chairman; and

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

WHEREAS, it is the desire of the Dallas County Juvenile Board to elect a Vice-Chairman for the 2018 term.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Juvenile Board elects _____, as Vice-Chairman of the Dallas County Juvenile Board for the 2018 term.

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Approved by:

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: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Reauthorization of Dallas County Juvenile Department Purchasing Policy

Background of Issues

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

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

Impact on Operations and Maintenance

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

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

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

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

- (1) *\$0.01--\$500. Purchases in this range require the Deputy Director and Budget Manager's signature plus a standing Juvenile Board Order or Commissioners Court Order that authorizes payments for items.*
- (2) *\$500.01--\$1,000. In addition to requirement (1), purchases in this range require the Department's Director or Assistant Director signature.*
- (3) *\$1,000.01--\$3,500. In addition to requirements (1) and (2), purchases in this range require a signed authorization by the Juvenile Board Chair.*
- (4) *\$3,500.01—and above. In addition to requirements (1), (2), and (3), purchases in this range require a traditional Juvenile Board briefing and court order and must comply with Dallas County and Local Government Code purchasing policies and procedures.*

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

Strategic Plan Compliance:

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

Legal Impact

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

Financial Impact/Considerations

The cost for any materials, supplies ordered, or invoices to be paid were accounted for under specific line items in the budget before services or goods were acquired. This information has been reviewed by Ms. Carmen Williams, Budget Manager.

Recommendation

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

Recommended by:



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

JUVENILE BAORD ORDER

ORDER NO: 2018-xxx
DATE: January 22, 2018
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the member present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

- (1) *\$0.01--\$500. Purchases in this range require the Deputy Director and Budget Manager's signature plus a standing Juvenile Board Order or Commissioners Court Order that authorizes payments for items.*
- (2) *\$500.01--\$1,000. In addition to requirement (1), purchases in this range require the Department's Director or Assistant Director signature.*
- (3) *\$1,000.01--\$3,500. In addition to requirements (1) and (2), purchases in this range require a signed authorization by the Juvenile Board Chair.*
- (4) *\$3,500.01—and above. In addition to requirements (1), (2), and (3), purchases in this range require a traditional Juvenile Board briefing and court order; and must comply with Dallas County and Local Government Code purchasing policies and procedures.*

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

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

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

DONE IN OPEN BOARD MEETING this 22nd day of January 2018.

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

Recommended by:

Approved by:

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

Judge Cheryl Lee Shannon, Chairman
Juvenile Board Chair



ACTION ITEM

F.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

DATE: January 22, 2018
TO: Dallas County Juvenile Board
FROM: Dr. Terry S. Smith, Director
SUBJECT: 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems: May 24-25, 2018

Background:

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

The Juvenile Department is requesting permission to schedule its 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems on May 24-25, 2018 with David Prescott, LICSW.

Impact on Operations:

The 2018 workshop is scheduled for May 24-25, 2018, and will be held at the Henry Wade Juvenile Justice Center. The Juvenile Department's Training Unit will coordinate the logistical arrangements and the Clinical Services staff will determine the content of the conference and the recruitment of speakers. Participants will receive 14 continuing education units (CEUs) for the two-day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists, and Texas Juvenile Justice Department (TJJD) Parole Officers and Juvenile Probation Officers.

Strategic Plan Compliance

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

Financial Impact:

The Juvenile Department will charge external workshop attendees a \$280 registration fee for both days and a \$160 registration fee for one day. The early registration fee for one day is \$130 and \$240 for two days. College students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100. Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register. Approximately 100 participants are expected to attend, which includes 50 internal Juvenile Department employees who will not be charged a fee to attend. Registration fees will be deposited into the Annual Sex Offender Workshop Project Fund - Account No. 94022. Any proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials, or equipment for the Department's Training or Clinical Services Units. Expenses include: one speaker at \$1,600 (per training day) at a total of \$3,200 plus travel expenses and per diem according to the county and state codes, \$900 for food and \$1000 for supplies.

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

Legal Impact:

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

Recommendation:

It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to host the 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 24-25, 2018, and to charge attendees other than the internal Juvenile Department staff a \$280 registration fee for both days and \$160 registration fee for one day or a discounted rate for early registration as well as group registrations. Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register. It is also recommended that the Dallas County Auditor be authorized to utilize Project Account No. 94022 for accepting registration fees and paying expenses associated with the conference. Further, it is requested that the Dallas County Juvenile Department be allowed to utilize any funds remaining after payment of all expenses to pay for further staff development and training, or the purchase of supplies, materials or equipment for the department's Training Unit or Clinical Services Units.

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** the Dallas County Juvenile Board was briefed on January 22, 2018, regarding the Juvenile Department's request to conduct its 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems; and
- WHEREAS,** the 2018 conference is scheduled for May 24-25, 2018 and will be held at the Henry Wade Juvenile Justice Center; and
- WHEREAS,** attendees other than fifty internal Juvenile Department attendees will be charged a \$280 registration fee for both days and \$160 registration fee for one day, including any discount fees for early registration (\$240 registration fee for both days and \$130 registration fee for one day) and group discounts (ranging from a \$10 to \$40 discount depending on the number of individuals in the group and how early they register); students will be charged a 2-day conference fee of \$130 and 1-day conference fee of \$100; and
- WHEREAS,** registration fees will be deposited into Project Account No. 94022 and expenses related to this event will be disbursed from this account; and
- WHEREAS,** proceeds remaining after expenses will be utilized to pay costs associated with staff development, training, or the purchase of supplies, materials or equipment for the Department's Training or Clinical Services Units; and

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Juvenile Board approves the Juvenile Department's request to host the 18th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 24-25, 2018, and authorizes the Dallas County Auditor to utilize Project Account No. 94022 for accepting registration fees and paying all expenses associated with the conference.

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

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Recommended by:

Approved by:

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: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW – 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems

Background of Issue:

The Clinical Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. To provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the Department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These conferences have been attended by approximately 100 or more participants yearly and all costs associated with the conference were covered by registration fees. The 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems was briefed before the Juvenile Board on January 22, 2018 (JB Court Order 2018-XXX) and approved for May 24th and 25th, 2018.

The Juvenile Department is requesting approval of the Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW, to speak at the 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems.

Operations Impact:

The 2018 conference is scheduled for May 24-25, 2018, and will be held at the Henry Wade Juvenile Justice Center. Participants will receive 14 continuing education units (CEUs) for the two-day event. CEU hours will apply to the required training hours for Licensed Sex Offender Treatment Providers, Licensed Professional Counselors, Psychologists and Texas Juvenile Justice Department (TJJD) Parole Officers and Juvenile Probation Officers.

Strategic Plan Compliance:

This request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County*; as evidenced by the opportunities for training made available to staff for the treatment of referred youth with sexual behavior problems.

Legal Information:

The Professional Services Agreement between Dallas County Juvenile Department and David Prescott was approved as to form by Administrative Legal Advisor, Ms. Denika Caruthers. The signature of the Chairman of the Juvenile Board is required on the agreement. The Professional Services Agreement is included in this briefing as Attachment One.

Financial Impact / Considerations:

Expenses include \$1,600/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project Fund - Account No. 94022, which has a current balance of \$28,400. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Recommendation:

It is recommended the Dallas County Juvenile Board approve the Professional Services Agreement between Dallas County Juvenile Department and David Prescott, LICSW.

Recommended by:

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

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



David S. Prescott, LICSW

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Welcome

David Prescott is the Clinical Services Development Director for the **Becket Family of Services**. He also provides consultation to agencies around the world. Mr. Prescott has produced 14 book projects and numerous articles and chapters in the areas of assessing and treating sexual violence and trauma. Two more projects, on Feedback-Informed treatment and Forensic Report Writing, are due out in 2017.

Mr. Prescott is a current **Fellow** and past president of the **Association for the Treatment of Sexual Abusers**, the largest professional organization of its kind in the world. He is also the 2014 recipient of that organization's **Distinguished Contribution** award, one of only a handful of recipients. Previously, he received the Bright Lights award from the **National Adolescent Perpetration Network** in 2007; he has since become a member of that organization's Board of Elders. Mr. Prescott is a Senior Associate and Certified Trainer for the **International Center for Clinical Excellence** and a member of the **Motivational Interviewing Network of Trainers**. He is also a Consultant, Supervisor, and Invited Trainer for the **Romanian Association for Brief Therapies and Strength-Based Solution Focused Consultancy**.

Mr. Prescott has lectured around the world, including most recently in Australia, Japan, Germany, Iceland, Poland, Romania, Norway, Namibia, Canada, and the U.K. He also serves on the editorial boards of three scholarly journals, *Motivational Interviewing: Training, Research, Implementation, and Practice*, the *Journal of Sexual Aggression*, and *Sexual Abuse: A Journal of Research and Treatment*. Mr. Prescott is also co-editor of the *NEARI News*, which is read by thousands of professionals each month.

This web site is dedicated to sharing resources, networking, and training to increase knowledge in these fields.



photo by J. Lloyd

STATE OF TEXAS

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§
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THE COUNTY OF DALLAS

PROFESSIONAL SERVICES AGREEMENT**Between****Dallas County****And****David Prescott, LICSW**

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

Scope of Services

Description	Dates	Fees
Two day conference hosting 150 – 200 participants	May 24 th and 25th, 2018	\$1,600/day – speaker's fees Up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; \$35/day - food)

Training Participation

Dallas County Juvenile Department agrees to limit participation in the training and consultation to the maximum number of participants listed in the table above.

Training Logistics

All costs and preparations associated with hosting this training will be incurred solely by **Dallas County Juvenile Department**. These costs may include, but are not limited to, the training site room rental, catering, continuing education, long-distance phone calls and audiovisual equipment.

Travel policy:

David Prescott, LICSW will be reimbursed for all travel expenses incurred via airplane, train and car. David Prescott, LICSW will be responsible for all travel arrangements. Travel expenses will be reimbursed for David Prescott, LICSW up to \$1,000.00 as outlined in the above workshop overview.

Lodging Policy:

David Prescott, LICSW will be reimbursed for all lodging expenses incurred. David Prescott, LICSW be responsible for all lodging arrangements. Lodging will be reimbursed up to \$100.00 a day.

Payment

All invoices will be submitted to **Dallas County Juvenile Department**. Payment should be made to "David Prescott" and is due within 30 days of the onsite training and consultation. Billing for the trainer's travel expenses will be invoiced separately. Payments will be made only on those items submitted and appropriately invoiced per Dallas County Policy.

Sovereign Immunity

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

INDEMNIFICATION

DALLAS COUNTY, DALLAS COUNTY JUVENILE BOARD, DALLAS COUNTY COMMISSIONERS, ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS EMPLOYEES, AGENTS AND REPRESENTATIVES (HEREINAFTER, "INDEMNITEES") SHALL NOT BE LIABLE TO CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER OR ENTITY WHATSOEVER, FOR ANY INJURY TO PERSON OR DAMAGE TO PROPERTY, ON OR ABOUT COUNTY PROPERTY, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGE:

(1) CAUSED BY ANY ACT OR OMISSION OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR OF ANY OTHER PERSON ENTERING COUNTY PROPERTY BY EXPRESS OR IMPLIED INVITATION OF CONTRACTOR OR SUBCONTRACTOR; OR (2) OCCASIONED BY OR THROUGH ANY ACT OR OMISSION OF CONTRACTOR OR ITS SUBCONTRACTOR ON COUNTY PROPERTY OR OF ANY OTHER PERSONS WHOMSOEVER; OR (3) ARISING OUT OF THE USE OF COUNTY PROPERTY BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS; OR (4) ARISING OUT OF ANY BREACH OR DEFAULT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, LICENSEES, INVITEES OR ASSIGNS OF ANY OF THE REQUIREMENTS OR PROVISIONS OF THIS AGREEMENT OR IN THE EXECUTION OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER; OR (5) OCCASIONED BY OR THROUGH THE USE OF ANY COUNTY PROVIDED UTILITIES, COMPUTERS, SOFTWARE, FIRMWARE, HARDWARE OR ANY VIRUS OR SIMILAR RELATED ITEMS THAT MAY BE CONTRACTED BY CONTRACTOR THROUGH SUCH USE.

CONTRACTOR ASSURES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT, SERVANT, OR EMPLOYEE OF COUNTY. CONTRACTOR AGREES, AND SHALL REQUIRE ALL SUBCONTRACTORS TO AGREE, TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND/OR EXPENSES OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, LITIGATION EXPENSES AND ATTORNEY'S FEES) AND ALL RECOVERABLE INTEREST THEREON, INCURRED BY OR SOUGHT TO BE IMPOSED ON INDEMNITEES BECAUSE OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), ARISING OUT OF OR IN ANY WAY RELATED (WHETHER DIRECTLY OR INDIRECTLY, CAUSALLY OR OTHERWISE) TO: (1) THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, THE SERVICES UNDER THIS AGREEMENT BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS OR TO ANY OTHER PERSON WHOMSOEVER AND/OR ANY OTHER PERSON OR ENTITY; (2) THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, ASSIGNS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT; (3) THE CONDITION OF THE PREMISES ON WHICH SAID SERVICES ARE BEING PERFORMED; (4) THE SELECTION, PROVISION, USE OR FAILURE TO USE, BY ANY PERSON OR ENTITY, OF ANY POWER SOURCE, HARDWARE, SOFTWARE, TOOLS, SUPPLIES, MATERIALS, EQUIPMENT OR VEHICLES (WHETHER OWNED OR SUPPLIED BY INDEMNITEES, CONTRACTOR, OR ANY OTHER PERSON OR ENTITY) IN CONNECTION WITH SAID SERVICES; (5) THE PRESENCE ON COUNTY PROPERTY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, INVITEES, LICENSEES, ASSIGNS OR ANY OTHER PERSON ACTING BY OR ON BEHALF OF CONTRACTOR; (6) THE SERVICES UPON OR ADJACENT TO ALL OR ANY PART OF COUNTY PROPERTY,

WHETHER OR NOT CAUSED BY OR CONTRIBUTED TO BY THE PRESENCE IN OR OPERATION OF ANY FACILITY OR ANY OPERATION, STRUCTURE OR FACILITIES OF COUNTY, OR ANY OTHER PARTY, OR BY NEGLIGENCE OR ALLEGED NEGLIGENCE ON THE PART OF INDEMNITEES OR ANY OF INDEMNITEES' AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES OR LICENSEES; (7) THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT OR ANY FAILURE OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL OF THE REQUIREMENTS AND PROVISIONS; (8) OCCASSIONED THROUGH THE LOSS OF FUNDS OR RIGHTS TO RECEIVE ANY SUM OF MONEY IN ANY FORM OR MEDIUM ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT; AND (9) OCCASSIONED BY ANY CIVIL OR CRIMINAL ACTIVITY OR PENALTY UNDER STATE OR FEDERAL LAW BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS, INVITEES, LICENSEES, OR ASSIGNS ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS AND PROVISIONS OF THIS AGREEMENT. IN ADDITION, CONTRACTOR HEREBY COVENANTS AND AGREES THAT IT WILL HOLD INDEMNITEES HARMLESS FOR ALL PERSONAL PROPERTY OF CONTRACTOR, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, GUESTS, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUBLICENSEES, INVITEES OR OTHER PARTY HAVING ANY PERSONAL PROPERTY ON COUNTY PREMISES IN RELATION TO THE CONTRACTOR'S USE OF THE AREA. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS SOLE COST AND EXPENSE (AT THE ELECTION OF COUNTY), AGAINST ANY CLAIM, DEMAND, ACTION OR SUIT FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER. APPROVAL AND ACCEPTANCE OF CONTRACTOR'S SERVICES BY COUNTY SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS FOR THE ACCURACY AND COMPETENCY OF THEIR SERVICES; NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE SERVICES PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS, EMPLOYEES, OFFICERS, AGENTS, INVITEES, LICENSEES OR ASSIGNS IN THIS REGARD. CONTRACTOR SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

WITHOUT IN ANY WAY LIMITING OR RESTRICTING THE INDEMNIFICATION AND DEFENSE AGREEMENTS STATED ABOVE, CONTRACTOR AGREES THAT IT IS THE INTENTION OF THE PARTIES HERETO THAT CONTRACTOR, ITS CONTRACTORS AND SUBCONTRACTORS, AND THEIR INSURERS BEAR THE ENTIRE RISK OF LOSS OR INJURY TO ANY OF CONTRACTOR'S EMPLOYEES, "BORROWED SERVANTS," INDEPENDENT CONTRACTORS, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, VENDORS, MATERIALMEN, OR ANY OTHER PERSON PRESENT ON THE PROPERTY OR PERFORMING ANY OTHER

ACT OR SERVICE ON CONTRACTOR'S BEHALF OR AT ITS REQUEST, WHETHER OR NOT ANY SUCH LOSS OR INJURY IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR FAULT OF INDEMNITEES, AND WITHOUT SEEKING ANY CONTRIBUTION THEREFOR FROM INDEMNITEES OR ITS INSURERS.

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

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

Insurance

Within ten (10) days after the effective date of this Agreement, Contractor shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any services. Contractor shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Agent verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Agreement, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder (general liability insurance). Coverage dates shall be inclusive of the term of the Agreement and each renewal period, if any.

1. The following minimum insurance coverage is required:

- (a) Commercial General Liability Insurance, including Contractual Liability Insurance. Commercial General Liability Insurance coverage for the following: (1) Premises Operations; (2) Independent Contractors or Consultants; (3) Products/Completed Operations; (4) Personal Injury; (5) Contractual Liability; (6) Explosion, Collapse and Underground; (7) Broad Form Property Damage, to include fire legal liability. Such insurance shall carry limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for bodily injury and property damage per occurrence with a general aggregate of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) and products and completed operations aggregate of One Hundred Thousand and 00/100 Dollars (\$100,000.00). There shall not be any policy exclusion or limitations for personal injury, advertising liability, medical payments, fire damage, legal liability, broad form property damage, and/or liability for independent contractors or such additional coverage or increase in limits specifically contained within the bid specifications.

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

- (b) Commercial Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Contractor shall furnish to the County a certificate showing commercial automotive liability insurance covering all owned, hired, and non-owned vehicles (excluding cabs) used in connection with the services performed under this Agreement, with the minimum limits of One Hundred Thousand and 00/100 Dollars (\$100,000.00) each person and Three Hundred Thousand and 00/100 Dollars (\$300,000.00) each accident for bodily injury and One Hundred Thousand and 00/100 Dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability in a minimum amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

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

- (c) Professional Liability: Errors or Omissions Insurance. Contractor shall indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to clients, which shall insure against defects, errors, or omissions, and shall secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five (5) years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) single limit with certificates of insurance evidencing such coverage to be provided to County.

2. Contractor agrees that, with respect to the above-referenced insurance, all insurance contracts will contain the following required provisions:

- (a) Name Dallas County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers as additional insureds (as the interest of each insured may appear) as to all applicable coverage.
- (b) Provide for thirty (30) days prior written notice to the County for cancellation, non-renewal or material change, or ten (10) days for non-payment of premium.
- (c) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.
- (d) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase the insurance company's limits of liability as set forth elsewhere in the policy.

- (e) Provide for an endorsement that the other insurance clause shall not apply to the County where the County is an additional insured on the policy.
 - (f) Provide for notice to the County at the address shown below by registered mail.
 - (g) Each applicable policy of insurance shall contain a waiver of subrogation if required above under subsection 1, and Contractor agrees to waive subrogation against County, its elected officials, appointed officials, officers, directors, employees, agents, representatives, and volunteers for injuries, including death, property damage, or any other loss.
- 3. Contractor shall be solely responsible for all cost of any insurance as required here, any and all deductible amount, which in no event shall exceed ten percent (10%) of the amount insured and in the event that an insurance company should deny coverage.
 - 4. It is the intent of these requirements and provisions that insurance covers all cost and expense so that the County will not sustain any expense, cost, liability or financial risk as a result of the performance of services under this Agreement.
 - 5. Except as otherwise expressly specified, Contractor shall agree that all policies of insurance shall be endorsed, waiving the issuing insurance company's right of recovery against County, whether by way of subrogation or otherwise.
 - 6. Insurance certificates. The certificates of insurance shall list Dallas County as the certificate holder.

Any and all copies of Certificates of Insurance shall reference the RFP number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the Dallas County Records Building, 509 Main Street, 6th Floor, Suite 623, Dallas, Texas 75202 within ten (10) days of execution and/or renewal of this Agreement and upon renewals and/or material changes of such policies, but not less than fifteen (15) days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

- 7. All insurance coverage shall be on a per claim/occurrence basis unless specifically approved in writing and executed by the Dallas County Purchasing Agent and Risk Manager.
- 8. All insurance required to be carried by Contractor and/or subcontractors under this Agreement shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance shall not relieve or decrease the liability of the Contractor.

9. Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
10. Minimum insurance is a condition precedent to any work performed under this Agreement and for the entire term of this Agreement, including any renewals or extensions. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right:
 - A. to order Contractor to stop work hereunder which shall not constitute a Suspension of Work;
 - B. to withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;
 - C. to, at its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) termination of this Agreement;
 - (2) demand on any bond, as applicable;
 - (3) the right of County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original contract price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) any combination of the above.
 - D. to any combination of the above.
11. Contractor shall advise County in writing within twenty-four (24) hours of any claim or demand against County or Contractor known to Contractor related to or arising out of Contractor's activities under this Agreement.
12. Acceptance of the services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the services performed by Contractor, its employees, subcontractors, and agents.
13. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

14. Contractor shall provide that all provisions of this Agreement concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
15. It is agreed that County shall deem Contractor's insurance primary with respect to any insurance or self-insurance carried for liability arising out of operations under this Agreement.
16. Contractor shall notify County in the event of any change in coverage and shall give such notices not less than thirty (30) days prior to the change, which notice must be accompanied by a replacement certificate of insurance.
17. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
18. The provisions of this Section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

Governing Law and Venue

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

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 agreement (Exhibit A).

CERTIFICATE OF INTERESTED PARTIES 1295


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

Dallas County Juvenile Department acknowledges, understands, and agrees that **David Prescott, LICSW's** training seeks to assist therapists in understanding the treatment of youth with sexual behavior problems.

DALLAS COUNTY JUVENILE BOARD

BY: _____
Judge Cheryl Shannon, Chairman

Dallas County Juvenile Board

BY: 
David Prescott, LICSW

RECOMMENDED:

BY: Dr. Terry S. Smith, Director

Dallas County Juvenile Department

APPROVED AS TO FORM:

By: _____
Denika R. Caruthers, J.D.

Administrative Legal Advisor

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. § 471, Section 47123), 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. 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 David S. Prescott



Digitally signed by David S. Prescott
DN: cn=David S. Prescott, o, ou,
email=vtprescott@earthlink.net, c=US
Date: 2017.11.18 12:24:25 -05'00'

Signature, Authorized Representative of Contractor

November 18, 2017

Date

LCSW, LICSW

Title

Invoice

David Prescott, LICSW

35 Lakeside Drive • Falmouth, ME 04105

207 939-7807

vtprescott@earthlink.net

November 20, 2017

Dallas County-2 Day Conference	May 24-25, 2018	\$1,600/day – speaker's fees Up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; \$35/day - food)
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Thank you!

David Prescott, LICSW

1 of 1

Version V1.0.3337

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22th day of January 22, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Dallas County Juvenile Board was briefed on the Dallas County Juvenile Department's request to approve the Professional Services Agreement between the Dallas County Juvenile Department and David Prescott, LICSW, to speak at the 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems on May 24th and 25th, 2018, and

WHEREAS, the Professional Services Agreement allows for David Prescott, LICSW to speak at the 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems; and

WHEREAS, the 18th Annual Conference on the Treatment of Youth with Sexual Behavior Problems is a two-day conference with an estimated 150 participants which was originally briefed and approved by the Juvenile Board on January 22, 2018, JB Order 2018—XXX; and

WHEREAS, the fees will include: \$1,600/day – speaker's fees, and up to \$1,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; \$100/day – hotel; and \$35/day - food) according to the Dallas County Travel Policy. Funds are to be withdrawn from the Annual Sex Offender Workshop Project fund - account No. 94022, which has a current balance of \$28,400; and

WHEREAS, this request conforms with Dallas County Strategic Plan, Vision 3.1: *Synergize public safety programs and services across the County*; as evidenced by the opportunities for training made available to staff for the treatment of referred youth with sexual behavior problems.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Dallas County Juvenile Board approves the request of the Juvenile Department for the Professional Services Agreement between the Juvenile Department and David Prescott, LICSW to speak at the 18th Annual Conference on Treatment of Youth with Sexual Behavior Problems.

DONE IN OPEN BOARD MEETING this 22th day of January, 2018.

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

Recommended by:

Approved by:

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: January 22, 2018

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Memorandum of Understanding between Youth With Faces - Patience Responsibility Empathy and Partnership Program (P.R.E.P) and Dallas County Juvenile Department

Background of Issue:

Youth With Faces ("YWF") was founded in 2001 to assist youth in custody of the Dallas County Juvenile Department ("DCJD"). Before expanding into multiple DCJD facilities, Youth With Faces was known as Youth Village Resources of Dallas, Inc. YWF offers youth services and opportunities to learn and practice foundational character, work and life skills needed to be capable and become contributing members of the community. YWF operates programs at Youth Village, Medlock Residential Treatment Facility and Letot Residential Treatment Facility for Girls. YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of the programs. These programs equip our youth for short and long-term success in the community. YWF programs do this by creating community and network resources to build a strong future and a path to success for each youth. YWF programs help our youth overcome barriers to education, employment and healthy living. This is accomplished by providing hands-on training, resources and coaching that is flexible enough to address each individual's needs. Youth With Faces agrees to deliver the Patience Responsibility Empathy and Partnership (P.R.E.P) Dog Training program (in partnership with Eureka Paws and Oak Hill Animal Rescue) at the Dallas County Youth Village. The program will be supervised and coordinated by a Licensed Professional Dog Trainer and other instructors and volunteers, all of whom will have attended the DCJD's volunteer training.

The purpose of this briefing is to request approval of the Memorandum of Understanding between Youth With Faces - Patience Responsibility Empathy and Partnership Program (P.R.E.P) and Dallas County Juvenile Department.

Impact on Operations and Maintenance:

The services provided by Youth With Faces will occur at the Dallas County Youth Village; YWF will provide all materials, equipment and durable goods necessary to the program. YWF provides all of the funding for the PREP Dog Training program including instruction, staff, materials, equipment, graduation certificates, folders, t-shirts and refreshments, as well as related business expenses. YWF will make arrangements with an outside dog shelter to provide 4 dogs for each 3-week training module. This includes transportation, kenneling, care and supervision of the dogs used in the PREP Dog Training program. Program equipment will be stored in a location chosen by the Dallas County Youth Village; YWF must have access to this location for training. Program classes will be held at least 10 months out of the year, Monday through Friday, 90 minutes per day. DCJD staff will select eight appropriate youth for participation in the program and provide YWF with a class roster one week in advance of class. YWF and the DCJD staff will provide the indoor facility and outside fields for each class, and shall maintain a staff to student ratio of 1:8 at all times. A DCJD program liaison will be appointed.

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, using community partners.

Legal Information:

The Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Memorandum of Understanding is appended; it requires the signature of the Chairman of the Dallas County Juvenile Board.

Financial Impact/Considerations:

Youth With Faces will deliver the P.R.E.P Dog Training program at no cost to the County.

Performance Impact Measures:

The program seeks to increase the knowledge and education of our youth and better equip them for a path to success.

Project Schedule/Implementation:

The program will be implemented upon final execution of the Memorandum of Understanding.

Recommendation:

It is recommended that the Juvenile Board approve the Memorandum of Understanding between Youth With Faces – Patience Responsibility Empathy and Partnership Program (P.R.E.P) and Dallas County Juvenile Department. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:



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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective upon the date of execution by all parties, is entered by and between Youth Village Resources of Dallas (DBA: Youth With Faces; "YWF") and Dallas County Juvenile Department (DCJD).

ORDER OF PRECEDENCE

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

SCOPE OF WORK

Youth With Faces ("YWF") was founded in 2001 to assist youth in custody with the Dallas County Juvenile Department ("DCJD"). Before expanding into multiple DCJD facilities, Youth With Faces was known as Youth Village Resources of Dallas, Inc. YWF offers youth service and opportunities to learn and practice foundational character, work and life skills needed to be capable, contributing members of the community. YWF operates programs at Youth Village, Medlock Residential Treatment Facility and Letot Residential Treatment Facility. YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of our programs. These programs will equip the youth for short and long-term success in the community. YWF programs do this by creating community and network resources to build a strong future and a path to success for each young youth. YWF programs help our youth overcome barriers to education, employment and healthy living. We do this by providing hands-on training, resources and coaching that is flexible enough to address each individual's needs.

1) Youth With Faces agrees to deliver the following programs at Youth Village:

- A. PREP Dog Training** (in partnership with Eureka Paws and Oak Hill Animal Rescue)
 - i. The program will be supervised and coordinated by a Licensed Professional Dog Trainer and other instructors and volunteers, all of whom will have attended the DCJD's volunteer training.
 - ii. YWF will provide all materials, equipment and durable goods necessary to the program.
 - iii. YWF provides all of the funding for the PREP Dog Training program including, instruction, staff, materials, equipment, graduation certificates, folders, t-shirts and refreshments, as well as related business expenses.
 - iv. YWF will make arrangements with an outside dog shelter to provide 4 dogs for each 3-week training module. This includes transportation, kenneling, care and supervision of the dogs used in the PREP Dog Training program.
 - v. Program equipment will be stored in a location chosen by the Dallas County Youth Village; YWF must have access to this location for training.
 - vi. Program classes will be held at least 10 months out of the year, Monday through Friday 90 minutes per day. DCJD staff will select eight appropriate

youth for participation in the program and provide YWF with a class roster one week in advance of class.

- vii. YWF and the DCJD staff will provide the indoor facility and outside fields for each class, and shall maintain a staff to student ratio of 1:8 at all times. A DCJD program liaison will be appointed.
- 2) YWF understands that under no circumstances should individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers, guest speakers and presenters) have contact or any type of interaction with youth/families involved in the program/service, prior to being cleared by the results of the Fingerprint Applicant Services of Texas (FAST) process under the Juvenile Department.
 - 3) YWF understands that the names of individual working on behalf of YWF under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be consulted by the Central Child Abuse Registry maintained by the Texas Department of Family and Protective Services, prior to being cleared to work with our youth.
 - 4) YWF understands that individuals involved in the programs on behalf of YWF must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
 - 5) YWF must ensure that staff involved in the programs, receive annual training in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
 - 6) YWF warrants that it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being provided for; that it is in compliance with all statutory and regulatory requirements for the operations of its business.
 - 7) This MOU is expressly made subject to Dallas County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable State and federal laws. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or waiver of any tort limitation, that State or County has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary.
 - 8) **YWF, 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 YWF 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.**

- 9) YWF understands that individuals working on behalf of YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must be trained on Prison Rape Elimination Act.
- 10) YWF understands that individuals working on behalf of the YWF, under this MOU (including but not limited to full-time and part-time employees, contract staff, interns, volunteers) must comply with the Dallas County Juvenile Department's Media Policy and keep all information that they become privy to concerning the Youth in the program confidential.
- 11) It is the responsibility of YWF to make sure a comprehensive general liability and professional insurance with "personal injury" coverage, with minimum limits of \$1,000,000 for bodily injuries to or death of a person, and an aggregate of \$500,000 for any one (1) occurrence is in place for the programs at each DCJD facility. There is also an additional umbrella policy of \$2,000,000 for events related to the covered activity but not outlined in the policy.
- 12) Youth Village administration agrees to be responsible for obtaining all necessary waivers/parental consents to enroll each youth in YWF programs.
- 13) DCJD and the Youth Village staff agree to be responsible for providing all security/supervision staff for the youth while they are participating in YWF programs activities.
- 14) YWF program equipment will be stored on campus in a secure location provided by the facility. YWF and their instructors must have access to this location.
- 15) DCJD staff will choose the youth to participate in each of the programs based on each individual residents need.
- 16) DCJD facility staff will work in cooperation with YWF to assure that programs listed in this MOU are scheduled in an efficient and timely manner.
- 17) DCJD staff will assure that youth participating in YWF programs arrive and depart on schedule and are prepared for class each day the program is scheduled to operate.
- 18) DCJD and Youth Village agree to provide on campus locations to run these programs as listed and scheduled in this MOU.
- 19) It is the understanding of the Dallas County Juvenile Department and Youth With Faces this MOU will be in effect from the signing and continue forward for the full run of each program listed.
- 20) The term of this MOU shall be from February 1, 2018 to January 31, 2019. This MOU may be renewed under the same terms and conditions for three additional one-year terms upon written mutual agreement of both parties. Such renewals shall be at the discretion of the Dallas County Juvenile Department.
- 21) In providing services required by this MOU, the parties must observe and comply with all licenses, legal certifications, or inspections required for the services, or materials, and all applicable Federal, State, and local statutes, ordinances, rules, and regulations. This MOU

shall be governed by Texas law and exclusive venue shall lie in Dallas County, Texas. All statutes and law stated herein shall be updated as amended.

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

SOVEREIGN IMMUNITY

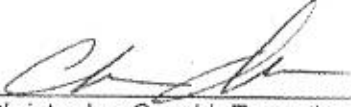
This MOU is expressly made subject to Dallas County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and Federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from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

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

DALLAS COUNTY JUVENILE DEPARTMENT:

SERVICE PROVIDER'S NAME:

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

BY:  _____
Mr. Christopher Quadri, Executive Director
Youth With Faces

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

BY: _____
Ms. Denika Caruthers
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/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: Youth With Faces, Chris Quadri


Signature, Authorized Representative of Contractor

Jan 3, 2018
Date

CEO.
Title

1 of 1

Version V1.0.3337



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rekerdres Insurance Agency P. O. Box 515885 11300 N. Central Expy. #305 Dallas TX 75243-	CONTACT NAME: Linda Pratt	
	PHONE (A/C, No, Ext): (214)265-1221 FAX (A/C, No): (214)265-1204	
	E-MAIL ADDRESS: linda@rek-ins.com	
INSURED Youth Village Resources of Dallas, Inc. Youth With Faces 6333 E Mockingbird Lane Suite 147, PMB #872 Dallas TX 75214-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentinel Insurance Company Limited	11000
	INSURER B: Travelers Casualty and Surety Co. of AM.	12432
	INSURER C: Texas Mutual Insurance Company	22945
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	46SBABK4403	06/20/2017	06/20/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001317935	01/06/2018	01/06/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Director & Officers Liability			0106288734LB	04/24/2017	04/24/2018	Claims Made 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AI 003526

Dallas County Juvenile Department 509 Main Room 623 Dallas TX 75202-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Linda Pratt</i>

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JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

- WHEREAS,** founded in 2001, the Youth With Faces (YWF), formerly the Youth Village Resources of Dallas, has provided vocational programs for Youth Village, Medlock, and Letot RTC residents. YWF offers youth service and opportunities to learn and practice foundational character, work and life skills needed to be capable, contributing members of the community; and
- WHEREAS,** these programs equip our youth for short and long-term success in the community by creating community and network resources to build a strong future and a path to success for each youth; and
- WHEREAS,** YWF programs have proven successful in developing pro-social behaviors and outcomes for youth who take advantage of the programs and help youth to overcome barriers to education, employment, and healthy living by providing hands-on training, resources, and coaching that is flexible enough to address each individual's needs; and
- WHEREAS,** YWF agrees to deliver the Patience Responsibility Empathy and Partnership (P.R.E.P) Dog Training program (in partnership with Eureka Paws and Oak Hill Animal Rescue) at the Dallas County Youth Village and will be supervised and coordinated by a Licensed Professional Dog trainer and other instructors and volunteers, all of whom will have attended the DCJD's volunteer training; and
- WHEREAS,** the Memorandum of Understanding has been approved as to form by Ms. Denika Caruthers, Dallas County Juvenile Department Legal Advisor. The Memorandum of Understanding is appended; it requires the signature of the Dallas County Judge and the Chairman of the Dallas County Juvenile Board; and

WHEREAS, YWF will deliver the P.R.E.P Dog Program at no cost to the County, and

WHEREAS, the program will be implemented upon final execution of the Memorandum of Understanding.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Juvenile Board approve the Memorandum of Understanding between Youth With Faces – Patience Responsibility Empathy and Partnership Program (P.R.E.P) and Dallas County Juvenile Department.

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

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Recommended by:

Approved by:

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

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: January 22, 2018

To: Dallas County Juvenile Board

From: Dr. Terry S. Smith, Director

Subject: Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center: Treatment Incentive and Maternity Program

Background of Issue:

The Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its January 8, 2018 meeting, YSAB approved an allocation for one community organization, Dallas Chamber Symphony's Twist on Risk program. Additionally, YSAB approved an allocation for two departmental initiatives, the GED and Beyond Project and Letot Residential Treatment Center: Treatment Incentive and Maternity Program.

The purpose of this brief is to request approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 and to request authorization to execute the attached Memorandum of Understanding for Dallas Chamber Symphony.

1. Dallas Chamber Symphony: Twist on Risk -- \$13,842

In 2016, Dallas Chamber Symphony (DCS) began serving Dallas County Juvenile Department youth, by offering Twist on Risk program concerts that provided music education and outreach. The majority of youth served were residents of Youth Village and students attending the Juvenile Justice Alternative Education Program (JJAEP). DCS would like to continue programming in the upcoming year with the help of the Juror Fund. Funding will assist DCS in exposing youth residing at Youth Village and those attending JJAEP to live music performances, who would otherwise not be exposed due to various barriers, such as socio-economic status. This includes hiring professional musicians for rehearsals and concerts, program development, and program administration for two series of four concerts, or a total of eight concerts. DCS will utilize this art form, proven to enhance learning and elevate mood, as a vehicle to connect, educate, and to explore extra-musical topics like self-care and the acquisition of healthy social skills. As a result, the program hopes to encourage improvements in character development and academic performance.

2. *GED and Beyond Project -- \$5,000*

The GED and Beyond Project aims to assist every Day Reporting Center GED graduate by eliminating the initial financial barrier and the intimidation that youth face when seeking future job opportunities via certificate or degree programs. The GED and Beyond Project will utilize the award by funding the GED graduates' initial tuition and materials for certification and degree programs offered through the Dallas County Community College District. This project will alleviate feelings of intimidation the students may feel. The goal is to discourage future involvement in the justice system by addressing the students' educational and workforce needs.

3. *Letot Residential Treatment Center: Treatment Incentive and Maternity Program -- \$5,331.30*

The Treatment Incentive and Maternity Program aims to address treatment needs of the Letot Residential Treatment Center's youth by using incentives to encourage group therapy attendance by both residents and their families, as well as providing pregnant residents and/or residents with children education on child development and maternity items to assist in relieving the strain of pregnancy. This program intends to better meet the needs of pregnant residents and mothers. Funding will allow the Treatment Incentive and Maternity Program the opportunity to offer maternity pillows and books on maternity to support pregnant residents, as well as provide comfortable seating, refreshments, and gift cards (transportation and grocery) to encourage participation in a relaxed setting.

Impact on Operations and Maintenance:

The current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy.

Strategic Plan Compliance:

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 utilizing community resources.

Legal Information:

Approval by the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memorandum of Understanding with Dallas Chamber Symphony has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board.

Financial Impact/Considerations:

All initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). The Dallas Chamber Symphony's Twist on Risk program will receive \$13,842. The Department's GED and Beyond Project will receive \$5,000, and the Letot Residential Treatment Center: Treatment Incentive and Maternity Program will receive \$5,831.30. The new allocations will bring the FY2018 total to \$351,800.31. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

Performance Impact Measures:

All Juror Fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes and grant recipients with a Memorandum of Understanding are required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service.

Project Schedule/Implementation:

All initiatives and programs will take place during fiscal year 2018. The agreement with Dallas Chamber Symphony is from February 1, 2018 to September 30, 2018.

Recommendation:

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2018 in the amount of \$24,673.30 and approve the Memorandum of Understanding with Dallas Chamber Symphony. It is further recommended that the Dallas County Juvenile Board authorize the Chairman to execute related documents on behalf of the Juvenile Board.

Recommended by:

A handwritten signature in blue ink, appearing to read "Terry S. Smith", followed by a horizontal line and the year "187".

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN DALLAS CHAMBER SYMPHONY
AND
DALLAS COUNTY JUVENILE DEPARTMENT**

This Memorandum of Understanding (MOU), effective from February 1, 2018 to September 30, 2018, is entered by and between Dallas Chamber Symphony (Contractor) and Dallas County Juvenile Department (DCJD) along with Youth Services Advisory Board (YSAB), collectively referred to as (County).

INCORPORATED DOCUMENTS

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

- A. (Exhibit A), Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) for Dallas Chamber Symphony dated November 28, 2017.
- B. (Exhibit B), Contract Specifications.
- C. (Exhibit C), Juvenile Department Title VI Assurances.
- D. (Exhibit D), 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.

Dallas Chamber Symphony and Dallas County have been working together since 2016.

SCOPE OF WORK

Contractor agrees to provide services in accordance with the Contractor's Juror Fund Application (Exhibit A) and Services as described in the Contract Specifications (Exhibit B).

ASSURANCES

1. Contractor understands that under no circumstances should individuals working on behalf of Contractor, 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. Contractor understands that the names of individuals working on behalf of Contractor, 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. Contractor understands that individuals involved in the "Twist" program on behalf of Contractor must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.

Youth Service Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center Treatment Incentive and Maternity Program

5. Contractor understands that individuals working on behalf of Contractor, 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. Contractor understands that individuals working on behalf of the Contractor, 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. Contractor will provide the County via Juvenile Department through YSAB reports including programmatic and financial data as the County deems reasonably necessary to monitor and evaluate the activities and services pursuant to this contract. Contractor agrees to recognize and complete all performance measures/indicators contained in YSAB's Juror Fund Grant Application dated November 28, 2017. (Attached as Exhibit A.).
8. Contractor will supply all materials, equipment and durable goods necessary to the program.
9. YSAB with the assistance of the Grant Services Unit of the Dallas County Juvenile Department agrees to allocate funds in the amount of \$13,842.00 from its Juror Funds to support the (Contractor's Twist on Risk programming) as approved in Juvenile Board on January 22, 2018.
10. Total payment for FY2018 will not exceed thirteen thousand eight hundred and forty-two dollars (\$13,842.00). County's payment will be based on an hourly rate and invoicing for other project related costs per the Contractor's Juror Fund Grant Application to the Youth Services Advisory Board (YSAB) dated November 28, 2017. (Attached as Exhibit A.).
11. Invoicing for services will be due on or before the fifth (5th) of the first month after the submittal of reporting requirements for each quarter period (ending December 31, March 31, June 30, September 30) to Juvenile Department's Grant Services. At the conclusion of each quarter, Dallas Chamber Symphony will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred (if any), and actual revenue received (if any).
12. County's payment will be due to Contractor within thirty (30) days of receipt of an invoice for the appropriate amount.
13. Contractor 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. Contractor agrees to spend all funds as represented in the Juror Fund Grant Application to YSAB. Any funds not encumbered by the end of this MOU, dated February 1, 2018 to September 30, 2018 (FY2018), will be returned to the County.
15. Contractor understands that The Dallas County Juvenile Department maintains the right to take ownership of non-expendable equipment (equipment that can have a life of more than two years) purchased with juror grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.
16. Contractor 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 MOU shall be from February 1, 2018 to September 30, 2018.

18. This contract may be automatically renewed for additional twelve month periods under the same terms and conditions. Such renewals shall be at the discretion of the Dallas County Juvenile Department and the Youth Services Advisory Board.

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 C).

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 D).

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

In 2017, the Texas Legislature adopted House Bill 89. The law states that a governmental entity or state governmental entity may not enter into certain contracts with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel and (2) will not boycott Israel during the term of the contract.

The signing and executing of this Agreement by the person or persons on behalf of their respective governmental entity, state governmental entity or company serves as verification.

INSURANCE

It is Contractor'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 Contractor 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.

Youth Service Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 with Dallas Chamber Symphony, GED and Beyond Project, and Letot Residential Treatment Center Treatment Incentive and Maternity Program

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

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

CHOICE OF LAWS AND VENUE

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

SEVERABILITY

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

SOVEREIGN IMMUNITY

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

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

DALLAS COUNTY JUVENILE BOARD:

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

CONTRACTOR'S NAME:

BY: _____
Richard McKay, Artistic Director
Dallas Chamber Symphony

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

BY: _____
County Judge Clay Jenkins
Dallas County Juvenile Board

APPROVED AS TO FORM*:

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

Dallas County Juvenile Department



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Please send completed application materials to:
Dr. Terry S. Smith
Youth Services Advisory Board Liaison
Dallas County Juvenile Department
2600 Lone Star Drive
Dallas, Texas 75212

Questions regarding the application process may be directed to:
Stephanie Bays
Dallas County Juvenile Department
Stephanie.Bays@dallascounty.org
214-698-5578

Community-Based Organization Application

I. Contact Information

- a. Contact Name and Title: Robin Korevaar, Development Director
- b. Organization Name: Dallas Chamber Symphony
- c. Program/Project Name: Twist on Risk
- d. Amount requesting: \$13,842
- e. Address: Dallas Chamber Symphony
PO Box 17341 Remington Park Circle
Dallas, TX 75252
- f. Email: rkorevaar@dcsymphony.org
- g. Phone number: 214.662.7230
- h. Organization website: www.dcsymphony.org

II. Organization Information

- a. What is the mission of your organization?

The Dallas Chamber Symphony exists to engage community audiences and enrich people's lives by sharing in the discovery, creation, exploration, and enjoyment of great music.

- b. Please provide a brief history of organization (including the year it was founded), its focus and its current programs.

Established in 2011, the Dallas Chamber Symphony (DCS) is the city's only professional chamber orchestra. Bridging the gap between smaller chamber presenters and larger classical music organizations, the DCS receives excellent critical reviews for innovative programming and performances of repertoire that otherwise would not be heard. One of the Dallas Morning News' Classical Top Critic's Picks of 2012, the DCS has since received "Best of" awards from Dallas Observer (2013), O Magazine (2014), Modern Luxury Magazine (2015), and Theater Jones (2016).

The DCS has grown exponentially under Artistic Director Dr. Richard McKay's leadership, engaging 40,000 annually (up from 16,700 in 2015) through collaborative projects involving dance, film, new music, and outreach programs bringing music to people where they live,

Dallas County Juvenile Department



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work, and heal: these include Taking it to the Streets, DCS Live!, and the Sounds Between composer residency. DCS also engages the community through the Dallas International Piano Competition, TechNotes Youth Education (recognized by National Public Radio for engaging thousands of underserved youth), and Twist on Risk (designed with Dallas County Juvenile Department to enhance character development).

DCS' community partners include Boys and Girls Clubs, Bridge Homeless Recovery Center, Catholic Charities Centers, Dallas, Mesquite, and Notre Dame schools, Dallas County Juvenile Department, Parkland Hospital, and Vogel Alcove. Steady stewardship by a growing and active board has established a solid foundation for the DCS' growth. Approximately 90% DCS' budget is categorized as a program expense: the DCS is annually, independently audited, established arts organization recognized by Dallas' Cultural Organization Program.

- c. Does your organization possess Workers Compensation Insurance, Commercial General Liability Insurance, and Commercial Automotive Liability Insurance? Yes: ☒ No: ☐
- i. What is the minimum limit of liability on each policy listed above?
2 million aggregate, general liability.
Automotive N/A, Workers Comp not required/non-participant
- ii. Please attach proof of insurances listed above – our previous contract is attached as the new one is due in the mail during the Juror Fund review period
- d. Any organization representatives in contact with youth under juvenile department supervision must complete the Dallas County Juvenile Department volunteer training and maintain all Prison Rape Elimination Act of 2003 standards. This includes a training session and a background check. Is your organization able to maintain these standards and requirements? Yes: ☒ No: ☐
- e. How did you hear about this funding source?

Stephanie Bays, our liaison with DCJD, suggested this opportunity following the conclusion of our last funded concert.

- f. Has your organization worked with any juvenile departments (including Dallas County) within the state of Texas? Yes: ☒ No: ☐
- i. If yes, please list the type of program, where and when it occurred (approximately how many years)

The Dallas Chamber Symphony has been providing music education/outreach to DCJD's Youth Village and JJAP through funding from the King Foundation and National Endowment for the Arts. These paid for most of this project's program development and musician training costs.

Dallas County Juvenile Department



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III. Proposed Program

a. Why is this program/project needed (need statement)?

6,643 youth enter the Dallas County Juvenile Department system annually. They are often underserved by the arts, yet benefit from the emotional and spiritual healing, organization, and education experienced during a live concert. Classical music performances model self-care, structure, and the social skills needed to function in an ensemble or society.

DCS' conversation with City and community leaders led to development of A Twist on Risk in Spring 2016 to empower at-risk youth (primarily Latino and African-American boys) to make positive changes through engagement with music and live musicians addressing life challenges and the skills needed to successfully navigate work and relationships. "Twist" has been well received by DCJD students and staff: funded originally by the Texas Commission on the Arts, Twist was extended through November 2017 by the King Foundation (which supported volunteer training for 11 musicians).

The DCS hopes students will improve in character development and academic attendance/performance, as the National Endowment for the Arts indicates

- The drop-out rate among 8th-10th graders with high-arts involvements is 45 percent lower than for low-arts students.
- At-risk youth involved in arts are half as likely to have new court referrals as non-arts youth.
- Children participating in the arts for 9 hours/week/year are 4 times more likely to be recognized for academic achievement and 3 times more likely to win an attendance award.

b. How does this program address the need (program design) and what will this funding do to address the need?

Through "Twist on Risk," musicians will engage at-risk audiences through orchestral, world and popular music. 2 series of 4 concerts (3 scripted @ DCJD Youth Village followed by 1 @ JJAEP campus) will allow spontaneous engagement between musicians, narrator, and students and chances to delve into core issues of family, feelings, social and career development.

Project preparations will begin upon award of this grant. DCS will hire musicians who have already completed DCJD volunteer training via previous work and coordinate with DCJD staff to program a spring and early fall series within the grant window. Program development was largely funded and completed in 2016-2017, only minor edits or updates would be necessary for trios or quartets to perform these services. While marketing is not required, the DCS will use media to communicate the project, acknowledge donors, and draw attention to the needs of the at-risk youth served.

Written and electronic surveys and qualitative feedback from facility staff will evaluate success during and after each series. DCS or agency staff will give pre- and post-tests to

Dallas County Juvenile Department



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audiences to measure progress in learning and behavioral objectives, including but not limited to: understanding the benefits of classical music and healthy social and relaxation skills; identification of live music venues in Dallas; mastery of basic music education principles. Partners will collect demographic data, triangulating data collection onsite for more robust results, evaluate, and offer suggestions for future efforts. DCS staff will present findings in a final report to community partners in September 2018.

The Juror Grant funding will support the cost of professional musicians for the necessary rehearsals and concerts, administration of the concert schedule and details by DCS staff, and for evaluation/data compilation and reporting by DCS staff upon completion of the project.

c. Where will this program/project take place?

All concerts will occur at either the Dallas County Juvenile Department Youth Village or JJAEP campus. Rehearsals will be held off-campus.

d. What is the program/project target population?

Youth at Dallas County Juvenile Department Youth Village (young males ages 10-17, primarily African-American and Latino students) and at the JJAEP program (high school aged boys and girls of varying ethnicity). Teachers, caregivers, and other staff will also benefit.

e. Expected number of unduplicated program beneficiaries:

680 students and staff at DCJD are expected to benefit from this program: up to 360 (320 students and 40 staff) during 6 Youth Village concerts and up to 320 (300 students, 20 staff) during two JJAEP concerts.

f. Who are the key individuals implementing this program and what are their qualifications?

Key personnel for this project include DCS musicians Jonathan Jones, Leslie Massenburg, Eduardo Rojas, Imelda Tecson, Marek Leczynski, and Ben Croucher. These performers are musically and personally flexible and have collective and shared experience serving the homeless, persons incarcerated in jails, and at-risk students.

DCS Artistic Director Dr. Richard McKay designed and has successfully deployed TechNotes outreach programming for at-risk schools in Mesquite and Dallas.

Development Director Robin Korevaar has degrees in social work and music therapy and experience writing programs addressing psychosocial issues. She and McKay will work with agency staff to tailor programs to the youth they serve and to develop, deploy and synthesize impact measurements.

Dallas County Juvenile Department



Putting Youth First

g. Please provide a brief summary of the intended purpose for this grant.

Socio-economic, cultural, transportation, and rehabilitation restraints prevent the primarily low-income, minority youth at DCJD campuses from being exposed, enjoying, or learning about live classical music. The DCS' young, versatile musicians use this art form, proven to enhance learning and elevate mood, as a vehicle to connect, educate, and to explore extra-musical topics, including self-care and acquisition of healthy social and leisure skills. The tailored concerts, designed with DCJD staff to support their curriculum, encourage youth to make thoughtful choices and to work more effectively in community.

IV. Project Evaluation

a. What are the program/project objectives?

80% of the DCJD students involved will engage with the musicians/music verbally or through body language, as demonstrated through behavioral assessment using the DCS Live! Event Sheet.

80% of the DCJD students will demonstrate understanding of (3) basic concepts presented (including but not limited to basic music history, music education, and self-management concepts).

80% of the DCJD students will list (2) non-musical benefits of classical music concerts.

80% of DCJD students involved will identify how musicians demonstrated that working in small groups relies on the character development tenets.

b. What are the program/project goals?

First and foremost, the majority (80%) of at-risk youth at DCJD participating in the program will engage with the performers/music in classical music concerts, in a narrated series (Youth Village) or in stand-alone concerts (JJAEP). Through this experience there are several sub goals:

- 1) To enhance learning in at-risk youth ages 11-17 through small ensemble concerts, a) educating them on variety of music styles, while b) modeling self-management (impulse control, stress management, psychological toughness) and c) social skills (communication, conflict resolution skills).
- 2) To provide underserved at-risk youth the benefits of live classical music, musicians will a) provide a variety of instruments, ensembles and styles to feel, hear and see, b) Provide a wordless, shared, emotional and artistic experience for those in need of uplift and emotional connection, c) encourage exploration of classical music's effect on stress, and d) live music listening/performance as a leisure option, and e) identify positive cognitive, social, emotional and physical benefits of attending a classical concert.

Dallas County Juvenile Department



Putting Youth First

- 3) To encourage future participation in classical music, performers will a) Explain the instruments used in each performance, b) Encourage audiences to connect with the instruments, performers, or composers that resonates with them, c) Discuss classical music's benefits on learning.
- c. List the output measures. (What your program activities produce; this often includes the quantifiable measures. Please list the expected quantity if applicable, such as 200 hours of counseling.)

The project will engage up to 680 students and staff at DCJD's Youth Village and JJAEP campuses through a total of 8 concerts (6 at Youth Village, 2 at JJAEP) during the project cycle, with possible extensions in learning after each concert cycle (through assessments or classroom activities; in 2017, some teachers opted to extend the concerts in to the classroom period, encouraging students to write stories about or to discuss what they had heard, seen, and felt in the performance.

- d. List the expected outcome measures. These are the benefits, impact or changes in behavior after program activities are completed.

Please refer to sections a) and b) above. In addition to these targets, DCS expects that surveys of staff working with students will favorably rate the program and its impact at 80% or above, based on past assessment using Survey Monkey.

- e. Evaluation methodology (what data will be collected and how).
Progress will be measured comparing qualitative/quantitative data collected before, during, and after the project, including participant surveys & partners' evaluative measures. Brief pencil and paper assessments will be used to collect responses from students (by DCJD staff).

Survey Monkey assessments will be used to collect responses from staff (by DCS staff). Event Sheets based on Robert Krout's Hugworks assessment will be used to measure engagement during the concert (eye contact, verbalization, movement, etc.) for students and staff. (DCS musicians or staff will complete).

V. Budget Estimate

- a. List other funding sources or proposed funding sources for this project.

The Dallas Chamber Symphony has identified a number of lawyers whom might be interested in supporting this endeavor. Additional funds might be raised at a community concert in Oak Cliff in May 2017 to support the program. 80% of DCS musicians believe the outreach is impactful and the DCS board is likewise supportive of these initiatives. Additional funding may be possible again through Texas Commission on the Arts or other local funding agencies.

Dallas County Juvenile Department



Putting Youth First

Project Budget - Dallas Chamber Symphony		
Income		
Juror Fund Grant	13,842	To primarily cover the musicians/performers, and supplies.
Texas Commission on the Arts Grant	1,158	Arts Respond Program (to cover additional salary and administrative expenses).
Total	15,000	
Expense		
Contract Musicians / Performers	10,360	Contracted personnel are the primary vehicle for this project; musicians salaries therefore incur the greatest expense. These trained professionals have honed their craft through professional study and employment, and are all familiar with the DCJD campus and student body. Compensated at competitive rates, musicians form small ensembles of 3-5 players for each concert and earn \$250-312.50/concert, depending on the ensemble and the demand of their repertoire (smaller ensembles are more taxing for the musicians). 3-5 brass or string players could be trained to diversify programming, which has to date been built around non-traditional ensembles - primarily winds, with one string and one percussion player. DCS' string quartet, brass trio and brass quintet has music prepared for outreach, minimizing costs of adding a new ensemble to training. Musicians' hourly professional wage is \$60-100, and they receive some compensation for the non-professional 3-hour training. Diversifying instrumentation allows the students to enjoy traditional music and ensembles that the current program does not offer, and keeps the service fresh for audience members and staff already exposed to the Twist series.
(continued on next page)		

Dallas County Juvenile Department



Putting Youth First

Salaries	2,502	The following salary expenses support future activities expected to occur during the term of the Juror Grant Project as we continue/expand work with DCJD. DCS' personnel manager will organize and deploy the musicians, acting as liaison between DCS and DCJD faculty and facilities for concert production dates. Each concert is anticipated to take about 4 hours of time to produce at a standard wage of approximately \$41/hour. DCS' development director is responsible for general grant administration and program development and assessment, including: development of new musical programming, music purchasing/organization, development, deployment and consolidation of surveys and assessments into reports, communications with DCS board and DCJD administrators regarding the project, and purchase of additional materials for branding. This work is expected to take about 3 hours/concert at \$55/hour. The Artistic Director will be responsible for overseeing all personnel activity and marketing related to the grant, at a flat rate of \$1000/project (\$500 of which will be supported by the Texas Commission on the Arts – see below)
Additional administrative expenses	1,158	The Texas Commission on the Arts (TCA) Respond Program funding will cover \$500 of the Artistic Director's administrative costs and 1.5 service blocks of additional administrative expenses for the personnel manager and development director that may arise beyond the activities listed in the salary section.
Insurance	350	Project related costs include copies of paper surveys and partial underwriting of survey technology (other supplies), sheet music procurement to diversify programming for repeat attendees, professional writing (to revise scripts per feedback from Fall 2017 or to script material for new ensembles), a banner to assist with branding DCS ensembles (also part of other supplies; most audiences assume our groups are from the Dallas Symphony), and liability insurance (prorated, 8 services at DCJD would currently approach half of the total planned subscription and outreach programming for 2018). Public relations expenses will include press releases and website updates about the Juror Fund and the Twist on Risk project.
Sheet Music Purchase	200	
Professional Writing	200	
Public Relations (contract)	90	
Other Supplies	140	
Total	15,000	

Dallas County Juvenile Department



Putting Youth First

- b. Budget Narrative: The narrative should include a detailed budget summary that describes the method to calculate each line-item and how the funding will be used for this particular project.

Contracted personnel are the primary vehicle for this project; musicians' salaries therefore incur the greatest expense. These trained professionals have honed their craft through professional study and employment, and are all familiar with the DCJD campus and student body. Compensated at competitive rates, musicians form small ensembles of 3-5 players for each concert and earn \$250-312.50/concert, depending on the ensemble and the demand of their repertoire (smaller ensembles are more taxing for the musicians). 3-5 brass or string players could be trained to diversify programming, which has to date been built around non-traditional ensembles - primarily winds, with one string and one percussion player. DCS' string quartet, brass trio and brass quintet has music prepared for outreach, minimizing costs of adding a new ensemble to training. Musicians' hourly professional wage is \$60-100, and they receive some compensation for the non-professional 3-hour training. Diversifying instrumentation allows the students to enjoy traditional music and ensembles that the current program does not offer, and keeps the service fresh for audience members and staff already exposed to the Twist series.

DCS' personnel manager will organize and deploy the musicians, acting as liaison between DCS and DCJD faculty and facilities for concert production dates. Each concert is anticipated to take about 4 hours of time to produce at a standard wage of approximately \$41/hour.

DCS' development director is responsible for general grant administration and program development and assessment, including: development of new musical programming, music purchasing/organization, development, deployment and consolidation of surveys and assessments into reports, communications with DCS board and DCJD administrators regarding the project, and purchase of additional materials for branding. This work is expected to take about 3 hours/concert at \$55/hour.

The Artistic Director will be responsible for overseeing all personnel activity and marketing related to the grant, at a flat rate of \$1000/project.

Project related costs include copies of paper surveys and partial underwriting of survey technology, music procurement to diversify programming for repeat attendees, professional writing (to revise scripts per feedback from Fall 2017 or to script material for new ensembles), a banner to assist with branding DCS ensembles (most audiences assume our groups are from the Dallas Symphony), and liability insurance (prorated, 8 services at DCJD would currently approach half of the total planned subscription and outreach programming for 2018).

Dallas County Juvenile Department



Putting Youth First

Application Completed By:

Print Name: Robin Korevaar
Robin Korevaar

Title:
Development Director

Signature: *robin korevaar*

Date: (mm/dd/yyyy)
11/28/2017

★Dallas County Juvenile Department ★Community Based Program Juror Fund Application ★Page 10★



DALLAS COUNTY JUVENILE DEPARTMENT

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

(214) 698-2200
Dallas, Texas 75212

Academy for Academic Excellence Medlock Youth Village Campus (003)

November 29, 2017

To whom it may concern:

The members our team would like to offer our sincere gratitude and appreciation to the Dallas Chamber Symphony for the concert series they provided to our students. The three concert series we found to be extremely helpful in our efforts to address the holistic needs of our student population. The concert series provide a unique yet effective way of addressing the character development and decision making needs of our students.

There are very few programs that I support without any criticism, this is among those programs. Our young men were definitely positively impacted by this program in a positive way and have exposed them to things outside of their normal life experience.

We are extremely thankful for this opportunity that you shared with our students and we support any and all efforts that are committed to continuing this relationship with our campus. Thank you, Robin and the Dallas Chamber Symphony for your commitment to changing lives and outcomes for our students.

Sincerely,

Aubrey C. Hooper
Campus Administrator
Dallas County Juvenile Department
Academy for Academic Excellence
Medlock Youth Village Campus (003)
972-225-9787 direct

EXECUTIVE MANAGEMENT TEAM

DR. TERRY S. SMITH
Executive Director
Juvenile Services
Chief Juvenile Probation
Officer

BILL EDWARDS
Assistant Executive Director
Juvenile Services
Denika Caruthers
Administrative Legal Advisor
Juvenile Services

DEPUTY DIRECTORS

ROBY ACOSTA
Probation Services

LISUE GIBSON
Administrative Services

DR. JOAN PIRA
Clerical Services

KAREN RAMOS
Education Services

ERIN L. TAYLOR
Institutional Services

DALLAS COUNTY JUVENILE BOARD

JUDGE CHARLES LEE SHANNON
Chairman
305th District Court

JUDGE ANNEA MARTIN
314th District Court

COUNTY JUDGE CLAY JENKINS
Dallas County Judge

COMMISSIONER JOHN WILEY PRICE
Vice-Chairman
Rural & Judge, District 3

JUDGE KIM MCLEARD
95th District Court

PAULA MILLER
Youth Services Advisory Board Chair
Attorney at Law

JUDGE AUSTIN GIVENS-DAVIS
282nd Judicial District Court

JUDGE ANNEKA PUGHMILLER
130th Family District Court

JUDGE CRAIG SMITH
192nd Civil District Court

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

214-698-2200 Main



www.dallascounty.org/department/juvenile



214-698-5508 Fax

Dear Dallas Chamber Symphony,

I would like to thank you for coming out to perform for us. I really enjoyed the music you guys played for us. My favorite instrument that I really loved was the Viola. I really like the way it sounds. It honestly made me feel at home, because I mostly like to listen to sad songs. Hopefully one day when I get out of here I'll go for a visit. I'm very thankful for you guys coming out. I really enjoyed myself and hope you guys come back to Youth Village one day.

Also while attending the concerts I realized that listening to music can really bring your emotions out. Now I know that music is more than just for listening. It is also about being mindful of the song and seeing what you have in common with the person who is singing it. During the concert I also learned that it doesn't matter how much popularity you have or the judgements people give you about what you like. Doing what you want matters more (the positive things). So thank you guys for the few but great lessons you guys taught me. You guys have inspired me to like music

more than I already do. Also to use one
skill to try something new. Once again
Thank you guys very much.

God Bless Your lives.

Dear Dallas Chamber Symphony,

3/23/17

I appreciate you all for attending all the concerts, and making us feel welcome. I enjoyed this music you all presented to us with. I enjoyed listening to the "Dichthy-Do". The "Dichthy-Do" made me forget about what was going on inside me. It made me forget about my emotions. The concerts made me laugh and enjoy listening to the music you all presented. The life stories that you all shared helped me to understand my challenges. Thank you all for helping me find other ways to express myself.

Contract Specifications

A Twist on Risk Program—Dallas Chamber Symphony

I. COST: \$13,842

II. PROGRAM SCHEDULE:

- A. Service Week: The DCS Twist on Risk Program will consist of four trio concerts during weekdays and one off-campus concert, which is TBD.
- B. Service Hours: Each performance will be a 60 minute session.
- C. Service Delivery Location: Concerts will occur at Youth Village, during Academy of Academic Excellence school programing. The fourth concert will occur either at JJAEP campus (most likely in fall 2018) at Moody Performance Hall (possible in spring 2018, during a weekday dress rehearsal or concert), for JJAEP students and select Youth Village students.

III. PROGRAM COMPONENTS

- A. Trio Concerts will be tailored to complement existing programing at Youth Village and will focus on enriching experiences to encourage character development, teamwork, and education.

Frequency: Eight concerts between February and September 2018. Programmed in 2 sets of (4) concerts, each cluster occurring 1-2 weeks apart.
- B. The Dallas County Juvenile Department and the Academy for Academic Excellence will assist with data collection using DCS event sheets or electronic survey questions, and documenting the event as possible with photos suitable for sharing with other granting organizations and the public. DCJD will also provide a whiteboard/paper and an amplification system, as needed.

IV. PROGRAM MECHANICS

- A. Length of stay: N/A
- B. Holiday Schedule: N/A
- C. Summer Schedule: NA
- D. Transportation: Provided by participant's family.
- E. Meals/Snacks: N/A

V. DIRECT CARE STAFF AND MINIMUM QUALIFICATIONS

- A. Robin Korevaar: Ms. Korevaar is the Development Director for DCS and is a main contact for this program.
- B. Richard McKay: Mr. McKay is the Artistic Director for DCS and will be involved in organizing the program.
- C. Michelle Mieches: Ms. Mieches has successfully coordinated the Dallas Symphony Orchestra's "Yes!" outreach program.

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.

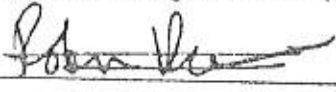
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline, 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W.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

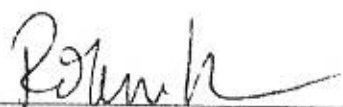
Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the U.S. Department of Transportation, the U.S. Department of Justice, or any other federal or state agency. Failure to 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:

 Robin Korevaar


Signature, Authorized Representative of Contractor

Date

12/19/2017

Title

Development Director

1 of 1

Page 26 of 26

JUVENILE BOARD ORDER

ORDER NO: 2018-XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 22nd day of January, 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, the Juror Fund program began in FY1991 and allows jurors the option of donating their juror per diem rate back to Dallas County. Juror Fund monies designated for the Dallas County Juvenile Department's use are allocated to service programs that focus on new or innovative approaches in assisting youth and the provision of services, which are not currently provided through the County budget. Administrative management of the Juror Fund program has been facilitated by the Youth Services Advisory Board (YSAB) with the assistance of the Grant Services Division of the Dallas County Juvenile Department. Final approval of funding initiatives is granted by the Dallas County Juvenile Board. At its January 8, 2018 meeting, YSAB approved an allocation for one community organization, Dallas Chamber Symphony's Twist on Risk program. Additionally, YSAB approved an allocation for two departmental initiatives, the GED and Beyond Project and Letot Residential Treatment Center: Treatment Incentive and Maternity Program; and

WHEREAS, the Juvenile Department requested approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2018 and requested authorization to execute the attached Memorandum of Understanding for Dallas Chamber Symphony; and

WHEREAS, the Dallas Chamber Symphony is requesting \$13,842. In 2016, Dallas Chamber Symphony (DCS) began serving Dallas County Juvenile Department youth, by offering Twist on Risk program concerts that provided music education and outreach. The majority of youth served were residents of Youth Village and students attending the Juvenile Justice Alternative Education Program (JJAEP). DCS would like to continue programming in the upcoming year with the help of the Juror Fund. Funding will assist DCS in exposing youth residing at Youth Village and those attending JJAEP to live music performances, who would otherwise not be exposed due to various barriers, such as socio-economic status. This includes hiring professional musicians, for rehearsals and concerts, program development, and program administration for two series of four concerts, or a total of eight concerts. DCS will utilize this art form, proven to enhance learning and elevate mood, as a vehicle to connect, educate, and to explore extra-musical topics like self-care and the acquisition of healthy social skills. As a result, the program hopes to encourage improvements in character development and academic performance; and

- WHEREAS,** the GED and Beyond Project is requesting \$5,000. The GED and Beyond Project aims to assist every Day Reporting Center GED graduate by eliminating the initial financial barrier and the intimidation that youth face when seeking future job opportunities via certificate or degree programs. The GED and Beyond Project will utilize the award by funding the GED graduates' initial tuition and materials for certification and degree programs offered through the Dallas County Community College District. This project will alleviate feelings of intimidation the students may feel. The goal is to discourage future involvement in the justice system by addressing the students' educational and workforce needs; and
- WHEREAS,** the Letot Residential Treatment Center: Treatment Incentive and Maternity Program is requesting \$5,331.30. The Treatment Incentive and Maternity Program aims to address treatment needs of the Letot Residential Treatment Center's youth using incentives to encourage group therapy attendance by both residents and their families, as well as providing pregnant residents and/or residents with children, education on child development and maternity items to assist in relieving the strain of pregnancy. This program intends to better meet the needs of pregnant residents and mothers. Funding will allow the Treatment Incentive and Maternity Program the opportunity to offer maternity pillows and books on maternity to support pregnant residents, as well as provide comfortable seating, refreshments, and gift cards (transportation and grocery) to encourage participation in a relaxed setting; and
- WHEREAS,** the current request will enhance services to youth. Requests for payments related to these initiatives will continue to be processed by Grant Services and will be executed in accordance with Dallas County policy; and
- WHEREAS,** 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 utilizing community resources; and
- WHEREAS,** approval by the Dallas County Juvenile Board is required for allocation and expenditure of Juror Funds. The Memorandum of Understanding with Dallas Chamber Symphony has been approved as to form by Administrative Legal Advisor Ms. Denika Caruthers. Forms 1295 and Title VI have been completed per requirements. The agreements require the signature of the Chair of the Juvenile Board; and
- WHEREAS,** all initiatives identified in this request are supported by the Juror Fund (Funding Source 203-94065). The Dallas Chamber Symphony's Twist on Risk program will receive \$13,842. The Department's GED and Beyond Project will receive \$5,000, and the Letot Residential Treatment Center: Treatment Incentive and Maternity Program will receive \$5,331.30. The new allocations will bring the FY2018 total to \$306,350.31. This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** all juror fund grant applications include performance measures for the proposed program/service. The grant recipients will be required to periodically report performance outcomes and grant recipients with a Memorandum of Understanding are required to periodically report performance measures outcomes as outlined in the attached application for the funded program/service; and

WHEREAS, all initiatives and programs will take place during fiscal year 2018. The agreement with Dallas Chamber Symphony is from February 1, 2018 to September 30, 2018

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED the Dallas County Juvenile Board approves the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2018 in the amount of \$24,673.30 and approves the Memorandum of Understanding with Dallas Chamber Symphony.

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Recommended by:

Approved by:

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: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of IX – Personnel: Employee #28616

Background

Any subsequent action deemed necessary as a result of IX – Personnel: Employee #28616

Recommended by:

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

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



ACTION ITEM

K.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 22, 2018
To: Dallas County Juvenile Board
From: Dr. Terry S. Smith, Director
Subject: Any subsequent action deemed necessary as a result of IX – Personnel: Employee #41157

Background

Any subsequent action deemed necessary as a result of IX – Personnel: Employee #41157

Recommended by:



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



PUBLIC HEARING FOR
ACADEMY FOR ACADEMIC
EXCELLENCE (AAE)

VI.

2016-17 Texas Academic Performance Report

District Name: **ACADEMY FOR ACADEMIC EXCELLENCE**

District Number: **057814**

2017 Accountability Rating: **Not Rated**
(evaluated with alternative education accountability provisions)

This district is a Charter District.

2017 Special Education Determination Status:
Needs Intervention

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TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance

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

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent at Approaches Grade Level or Above														
Grade 6	Reading	2017	70%	*	*	*	-	-	-	-	-	-	*	-
		2016	79%	*	*	*	-	-	-	-	-	-	*	-
STAAR Percent at Approaches Grade Level or Above														
Grade 7	Reading	2017	74%	*	-	*	-	-	-	-	-	-	*	*
		2016	73%	*	-	*	-	-	-	-	-	-	*	*
Mathematics		2017	71%	*	-	*	-	-	-	-	-	-	*	*
		2016	71%	*	-	*	-	-	-	-	-	-	*	*
Writing		2017	71%	*	-	*	-	-	-	-	-	-	*	*
		2016	71%	*	-	*	-	-	-	-	-	-	*	*
STAAR Percent at Approaches Grade Level or Above														
Grade 8 ***	Reading	2017	87%	*	*	*	-	-	-	-	-	*	*	*
		2016	88%	*	-	*	-	-	-	-	-	-	*	*
Mathematics		2017	86%	*	*	*	-	-	-	-	-	*	*	*
		2016	81%	*	-	*	-	-	-	-	-	-	*	*
Science		2017	78%	*	*	*	-	-	-	-	-	*	*	*
		2016	77%	*	-	*	-	-	-	-	-	-	*	*
Social Studies		2017	67%	*	*	*	-	-	-	-	-	*	*	*
		2016	67%	*	-	*	-	-	-	-	-	-	*	*
STAAR Percent at Approaches Grade Level or Above														
End of Course English I		2017	65%	25%	*	*	*	-	-	-	*	*	25%	*
		2016	68%	24%	*	*	*	-	-	-	*	*	25%	*
English II		2017	67%	*	*	*	-	-	-	-	-	*	*	*
		2016	69%	*	*	*	-	-	-	-	-	-	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance

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

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent at Approaches Grade Level or Above														
End of Course														
	Algebra I	2017 2016	83% 78%	83% 79%	29% *	* *	* *	- -	- -	- -	* -	* *	27% *	* *
Biology														
	2017 2016	86% 87%	88% 89%	44% 33%	* *	56% *	* *	- -	- -	- -	* -	* *	40% 33%	* *
U.S. History														
	2017 2016	91% 91%	92% 92%	* *	* *	* *	* -	- -	- -	- -	- -	* *	* *	- -
STAAR Percent at Approaches Grade Level or Above														
All Grades														
	All Subjects	2017 2016	75% 75%	77% 76%	28% 22%	* 26%	* *	- -	- -	- -	* *	* *	26% 23%	26% 35%
Reading														
	2017 2016	72% 73%	73% 74%	27% 19%	* *	36% 20%	* *	- -	- -	- -	* *	* *	27% 21%	* *
Mathematics														
	2017 2016	79% 76%	80% 77%	26% 18%	* *	26% *	* *	- -	- -	- -	* -	* *	24% 18%	* *
Writing														
	2017 2016	67% 69%	69% 71%	* *	- -	* *	- -	- -	- -	- -	- -	- *	* *	* *
Science														
	2017 2016	79% 79%	80% 80%	37% 35%	* *	50% *	* *	- -	- -	- -	* -	* *	33% 35%	* *
Social Studies														
	2017 2016	77% 77%	80% 80%	* *	* *	* *	* -	- -	- -	- -	- -	* *	* *	* *
STAAR Percent at Meets Grade Level														
All Grades														
	Two or More Subjects	2017 2016	48% 45%	51% 48%	* *	* *	* -	- -	- -	- -	* -	* *	* *	* *
Reading														
	2017 2016	48% 46%	51% 49%	* *	* *	* *	- -	- -	- -	- -	* -	* *	* *	* *

STAAR Percent at Meets Grade Level		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
All Grades														
Mathematics	2017	48%	51%	*	*	*	-	-	-	-	*	*	*	*
	2016	43%	46%	*	*	*	-	-	-	-	-	*	*	*
Writing	2017	38%	41%	*	-	*	-	-	-	-	-	-	*	*
	2016	41%	45%	*	-	*	-	-	-	-	-	*	*	*
Science	2017	52%	54%	*	*	*	*	-	-	-	*	*	*	*
	2016	47%	50%	*	*	*	-	-	-	-	-	*	*	*
Social Studies	2017	51%	54%	*	*	*	-	-	-	-	-	*	*	*
	2016	47%	52%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent at Masters Grade Level														
All Grades														
All Subjects	2017	20%	23%	*	*	*	*	-	-	-	*	*	*	*
	2016	18%	21%	*	*	*	*	-	-	-	*	*	*	*
Reading	2017	19%	21%	*	*	*	*	-	-	-	*	*	*	*
	2016	17%	19%	*	*	*	*	-	-	-	*	*	*	*
Mathematics	2017	23%	26%	*	*	*	*	-	-	-	*	*	*	*
	2016	19%	22%	*	*	*	*	-	-	-	-	*	*	*
Writing	2017	12%	14%	*	-	*	-	-	-	-	-	-	*	*
	2016	15%	17%	*	-	*	-	-	-	-	-	*	*	*
Science	2017	19%	22%	*	*	*	*	-	-	-	*	*	*	*
	2016	16%	18%	*	*	*	*	-	-	-	-	*	*	*
Social Studies	2017	27%	31%	*	*	*	*	-	-	-	-	*	*	*
	2016	22%	26%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent Met or Exceeded Progress														
All Grades														
All Subjects	2017	61%	63%	*	*	*	-	-	-	-	*	*	*	*
	2016	62%	63%	*	*	*	-	-	-	-	-	*	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance

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

		State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL ^A
STAAR Percent Met or Exceeded Progress														
All Grades Reading	2017	59%	60%	*	*	*	-	-	-	-	-	*	*	*
	2016	60%	62%	*	*	*	-	-	-	-	-	*	*	*
Mathematics	2017	64%	65%	*	*	*	-	-	-	-	*	*	*	*
	2016	63%	65%	*	*	*	-	-	-	-	-	*	*	*
STAAR Percent Exceeded Progress														
All Grades All Subjects	2017	19%	20%	*	*	*	-	-	-	-	*	*	*	*
	2016	17%	18%	*	*	*	-	-	-	-	-	*	*	*
Reading	2017	17%	19%	*	*	*	-	-	-	-	-	*	*	*
	2016	16%	17%	*	*	*	-	-	-	-	-	*	*	*
Mathematics	2017	20%	22%	*	*	*	-	-	-	-	*	*	*	*
	2016	17%	19%	*	*	*	-	-	-	-	-	*	*	*
Progress of Prior-Year Non-Proficient Students														
Sum of Grades 4-8 Reading	2017	35%	35%	*	*	*	-	-	-	-	-	*	*	*
	2016	35%	35%	*	-	*	-	-	-	-	-	*	*	*
Mathematics	2017	43%	43%	*	*	*	-	-	-	-	-	*	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance

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

Student Success Initiative													
	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Grade 8 Reading													
Students Meeting Approaches Grade Level on First STAAR Administration	2017	76%	78%	*	*	-	-	-	-	-	*	*	*
Students Requiring Accelerated Instruction	2017	24%	22%	*	*	-	-	-	-	-	*	*	*
STAAR Cumulative Met Standard	2017	85%	86%	*	*	-	-	-	-	-	*	*	*
Grade 8 Mathematics													
Students Meeting Approaches Grade Level on First STAAR Administration	2017	75%	77%	*	*	-	-	-	-	-	*	*	*
Students Requiring Accelerated Instruction	2017	25%	23%	*	*	-	-	-	-	-	*	*	*
STAAR Cumulative Met Standard	2017	85%	86%	*	*	-	-	-	-	-	*	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance
 Bilingual Education/English as a Second Language

(Current Year ELL Students)

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

		State	Region 10	District	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL Content	ESL Pull-Out	LEP No Services	LEP With Services	Total ELL
STAAR Percent at Approaches Grade Level or Above														
All Grades														
All Subjects	2017	75%	77%	28%	-	-	-	-	-	-	26%	-	26%	26%
	2016	75%	76%	22%	-	-	-	-	-	-	35%	-	35%	35%
Reading	2017	72%	73%	27%	-	-	-	-	-	-	-	-	-	-
	2016	73%	74%	19%	-	-	-	-	-	-	-	-	-	-
Mathematics	2017	79%	80%	26%	-	-	-	-	-	-	-	-	-	-
	2016	76%	77%	18%	-	-	-	-	-	-	-	-	-	-
Writing	2017	67%	69%	*	-	-	-	-	-	-	-	-	-	-
	2016	69%	71%	*	-	-	-	-	-	-	-	-	-	-
Science	2017	79%	80%	37%	-	-	-	-	-	-	-	-	-	-
	2016	79%	80%	35%	-	-	-	-	-	-	-	-	-	-
Social Studies	2017	77%	80%	*	-	-	-	-	-	-	-	-	-	-
	2016	77%	80%	*	-	-	-	-	-	-	-	-	-	-

STAAR Percent at Meets Grade Level

All Grades		2017	51%	*	-	-	-	-	-	-	-	-	-	-
Two or More Subjects		2016	48%	*	-	-	-	-	-	-	-	-	-	-
Reading	2017	48%	51%	*	-	-	-	-	-	-	-	-	-	-
	2016	46%	49%	*	-	-	-	-	-	-	-	-	-	-
Mathematics	2017	48%	51%	*	-	-	-	-	-	-	-	-	-	-
	2016	43%	46%	*	-	-	-	-	-	-	-	-	-	-
Writing	2017	38%	41%	*	-	-	-	-	-	-	-	-	-	-
	2016	41%	45%	*	-	-	-	-	-	-	-	-	-	-
Science	2017	52%	54%	*	-	-	-	-	-	-	-	-	-	-
	2016	47%	50%	*	-	-	-	-	-	-	-	-	-	-
Social Studies	2017	51%	54%	*	-	-	-	-	-	-	-	-	-	-
	2016	47%	52%	*	-	-	-	-	-	-	-	-	-	-

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance
 Bilingual Education/English as a Second Language

(Current Year ELL Students)

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

STAAR Percent at Masters Grade Level		State	Region 10	District	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL Content	ESL Pull-Out	LEP No Services	LEP With Services	Total ELL
All Grades All Subjects	2017	20%	23%	*	*	-	-	-	-	*	*	-	*	*
	2016	18%	21%	*	*	-	-	-	-	*	*	*	*	*
Reading	2017	19%	21%	*	*	-	-	-	-	*	*	-	*	*
	2016	17%	19%	*	*	-	-	-	-	*	*	*	*	*
Mathematics	2017	23%	26%	*	*	*	*	*	*	*	*	-	*	*
	2016	19%	22%	*	*	*	*	*	*	*	*	*	*	*
Writing	2017	12%	14%	*	*	-	-	-	-	*	*	-	*	*
	2016	15%	17%	*	*	-	-	-	-	*	*	-	*	*
Science	2017	19%	22%	*	*	-	-	-	-	*	*	-	*	*
	2016	16%	18%	*	*	-	-	-	-	*	*	-	*	*
Social Studies	2017	27%	31%	*	*	-	-	-	-	*	*	-	*	*
	2016	22%	26%	*	*	-	-	-	-	*	*	-	*	*

STAAR Percent Met or Exceeded Progress

All Grades All Subjects	2017	61%	63%	*	*	-	-	-	-	*	*	-	*	*
	2016	62%	63%	*	*	-	-	-	-	*	*	-	*	*
Reading	2017	59%	60%	*	*	-	-	-	-	*	*	-	*	*
	2016	60%	62%	*	*	-	-	-	-	*	*	-	*	*
Mathematics	2017	64%	65%	*	*	-	-	-	-	*	*	-	*	*
	2016	63%	65%	*	*	-	-	-	-	*	*	-	*	*

STAAR Percent Exceeded Progress

All Grades All Subjects	2017	19%	20%	*	*	-	-	-	-	*	*	-	*	*
	2016	17%	18%	*	*	-	-	-	-	*	*	-	*	*
Reading	2017	17%	19%	*	*	-	-	-	-	*	*	-	*	*
	2016	16%	17%	*	*	-	-	-	-	*	*	-	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Performance
 Bilingual Education/English as a Second Language

(Current Year ELL Students)

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

		State	Region 10	District	Bilingual Education	BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way	ESL Content	ESL Pull-Out	LEP No Services	LEP With Services	Total ELL
STAAR Percent Exceeded Progress														
All Grades														
Mathematics	2017	20%	22%	*	-	-	-	-	-	+	*	-	*	*
	2016	17%	19%	*	-	-	-	-	-	+	*	-	*	*
Progress of Prior-Year Non-Proficient Students														
Sum of Grades 4-8														
Reading	2017	35%	35%	*	-	-	-	-	-	*	*	-	*	*
	2016	35%	35%	*	-	-	-	-	-	*	*	-	*	*
Mathematics	2017	43%	43%	*	-	-	-	-	-	*	*	-	*	*

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Participation

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

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
2017 STAAR Participation (All Grades)													
All Tests	99%	99%	96%	97%	96%	95%	-	-	-	100%	97%	96%	97%
Test Participant	94%	93%	10%	7%	13%	7%	-	-	-	43%	11%	10%	13%
Included in Accountability													
Not Included in Accountability													
Mobile	4%	4%	85%	89%	82%	88%	-	-	-	57%	86%	86%	81%
Other Exclusions	1%	1%	1%	0%	1%	0%	-	-	-	0%	0%	0%	3%
Not Tested	1%	1%	4%	3%	4%	5%	-	-	-	0%	3%	4%	3%
Absent	1%	1%	3%	3%	4%	1%	-	-	-	0%	2%	3%	3%
Other	0%	0%	0%	0%	0%	4%	-	-	-	0%	1%	0%	0%
2016 STAAR Participation (All Grades)													
All Tests	99%	99%	94%	95%	94%	94%	*	100%	-	94%	95%	94%	96%
Test Participant	94%	93%	9%	7%	11%	6%	*	0%	-	6%	13%	9%	10%
Included in Accountability													
Not Included in Accountability													
Mobile	4%	4%	85%	88%	82%	88%	*	100%	-	89%	83%	86%	85%
Other Exclusions	1%	1%	0%	0%	0%	0%	*	0%	-	0%	0%	0%	1%
Not Tested	1%	1%	6%	5%	6%	6%	*	0%	-	6%	5%	6%	4%
Absent	1%	1%	3%	3%	4%	2%	*	0%	-	0%	3%	3%	4%
Other	0%	0%	3%	2%	3%	5%	*	0%	-	6%	2%	3%	0%

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Attendance and Postsecondary Readiness

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Attendance Rate													
2015-16	95.8%	96.2%	85.0%	82.9%	86.0%	85.0%	-	-	-	*	88.6%	86.5%	89.2%
2014-15	95.7%	96.1%	82.9%	81.5%	83.2%	89.0%	*	*	*	*	84.8%	84.8%	85.5%
Annual Dropout Rate (Gr 7-8)													
2015-16	0.4%	0.4%	24.0%	26.7%	22.9%	-	-	-	-	-	14.3%	24.0%	27.3%
2014-15	0.3%	0.4%	25.0%	24.1%	25.0%	*	-	-	-	*	22.2%	25.0%	26.7%
Annual Dropout Rate (Gr 9-12)													
2015-16	2.0%	2.0%	37.4%	33.3%	38.8%	50.0%	-	-	-	*	36.4%	37.4%	36.8%
2014-15	2.1%	2.2%	26.3%	33.7%	22.5%	14.3%	*	*	*	*	25.6%	25.9%	24.0%
4-Year Longitudinal Rate (Gr 9-12)													
Class of 2016													
Graduated	89.1%	88.3%	0.0%	0.0%	0.0%	*	-	-	-	*	0.0%	0.0%	0.0%
Received GED	0.5%	0.3%	6.5%	3.3%	9.1%	*	-	-	-	*	0.0%	6.5%	0.0%
Continued HS	4.2%	5.2%	2.6%	0.0%	2.3%	*	-	-	-	*	0.0%	2.6%	0.0%
Dropped Out	6.2%	6.3%	90.9%	96.7%	88.6%	*	-	-	-	*	100.0%	90.9%	100.0%
Graduates and GED	89.6%	88.5%	6.5%	3.3%	9.1%	*	-	-	-	*	0.0%	6.5%	0.0%
Grads, GED, & Cont	93.8%	93.7%	9.1%	3.3%	11.4%	*	-	-	-	*	0.0%	9.1%	0.0%
Class of 2015													
Graduated	89.0%	88.1%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Received GED	0.6%	0.3%	18.3%	6.1%	23.8%	50.0%	*	-	-	-	0.0%	18.3%	25.0%
Continued HS	4.1%	5.0%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Dropped Out	6.3%	6.6%	81.7%	93.9%	76.2%	50.0%	*	-	-	-	100.0%	81.7%	75.0%
Graduates and GED	89.6%	88.4%	18.3%	6.1%	23.8%	50.0%	*	-	-	-	0.0%	18.3%	25.0%
Grads, GED, & Cont	93.7%	93.4%	18.3%	6.1%	23.8%	50.0%	*	-	-	-	0.0%	18.3%	25.0%
5-Year Extended Longitudinal Rate (Gr 9-12)													
Class of 2015													
Graduated	91.3%	91.1%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Received GED	0.8%	0.6%	21.7%	9.1%	27.9%	50.0%	*	-	-	-	0.0%	21.7%	25.0%
Continued HS	1.2%	1.3%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Dropped Out	6.7%	7.1%	78.3%	90.9%	72.1%	50.0%	*	-	-	-	100.0%	78.3%	75.0%
Graduates and GED	92.1%	91.7%	21.7%	9.1%	27.9%	50.0%	*	-	-	-	0.0%	21.7%	25.0%
Grads, GED, & Cont	93.3%	92.9%	21.7%	9.1%	27.9%	50.0%	*	-	-	-	0.0%	21.7%	25.0%
Class of 2014													
Graduated	90.4%	90.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Received GED	1.0%	0.7%	20.7%	22.5%	20.0%	14.3%	-	-	-	-	0.0%	20.7%	6.7%
Continued HS	1.3%	1.4%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Dropped Out	7.2%	7.5%	79.3%	77.5%	80.0%	85.7%	-	-	-	-	100.0%	79.3%	93.3%
Graduates and GED	91.5%	91.2%	20.7%	22.5%	20.0%	14.3%	-	-	-	-	0.0%	20.7%	6.7%
Grads, GED, & Cont	92.8%	92.5%	20.7%	22.5%	20.0%	14.3%	-	-	-	-	0.0%	20.7%	6.7%

TEXAS EDUCATION AGENCY
 Texas Academic Performance Report
 2016-17 District Attendance and Postsecondary Readiness

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
6-Year Extended Longitudinal Rate (Gr 9-12)													
Class of 2014													
Graduated	90.9%	91.2%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Received GED	1.2%	0.8%	23.3%	23.1%	25.0%	14.3%	-	-	-	-	0.0%	23.3%	6.7%
Continued HS	0.6%	0.6%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Dropped Out	7.2%	7.4%	76.7%	76.9%	75.0%	85.7%	-	-	-	-	100.0%	76.7%	93.3%
Graduates and GED	92.2%	92.0%	23.3%	23.1%	25.0%	14.3%	-	-	-	-	0.0%	23.3%	6.7%
Grads, GED, & Cont	92.8%	92.6%	23.3%	23.1%	25.0%	14.3%	-	-	-	-	0.0%	23.3%	6.7%
Class of 2013													
Graduated	90.9%	91.1%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Received GED	1.4%	1.0%	35.0%	33.3%	34.0%	57.1%	-	-	-	*	9.1%	35.4%	13.3%
Continued HS	0.6%	0.6%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Dropped Out	7.2%	7.4%	65.0%	66.7%	66.0%	42.9%	-	-	-	*	90.9%	64.6%	86.7%
Graduates and GED	92.3%	92.0%	35.0%	33.3%	34.0%	57.1%	-	-	-	*	9.1%	35.4%	13.3%
Grads, GED, & Cont	92.8%	92.6%	35.0%	33.3%	34.0%	57.1%	-	-	-	*	9.1%	35.4%	13.3%
4-Year Federal Graduation Rate Without Exclusions (Gr 9-12)													
Class of 2016	89.1%	88.3%	0.0%	0.0%	0.0%	*	-	-	-	*	0.0%	0.0%	0.0%
Class of 2015	89.0%	88.1%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
5-Year Extended Federal Graduation Rate Without Exclusions (Gr 9-12)													
Class of 2015	91.3%	91.1%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Class of 2014	90.4%	90.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
6-Year Extended Federal Graduation Rate Without Exclusions (Gr 9-12)													
Class of 2014	90.9%	91.2%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Class of 2013	90.9%	91.1%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
Advanced Course/Dual-Credit Course Completion (Grades 11-12)													
Any Subject													
2015-16	55.0%	57.3%	*	-	*	-	-	-	-	-	-	*	-
2014-15	54.5%	55.9%	0.0%	*	0.0%	-	-	-	-	-	-	*	*
English Language Arts													
2015-16	30.1%	33.2%	*	-	*	-	-	-	-	-	-	*	-
2014-15	29.0%	31.1%	0.0%	*	*	-	-	-	-	-	-	*	*
Mathematics													
2015-16	43.1%	45.1%	*	-	*	-	-	-	-	-	-	*	-
2014-15	43.8%	45.8%	0.0%	*	*	-	-	-	-	-	-	*	-
Science													
2015-16	12.2%	15.4%	*	-	*	-	-	-	-	-	-	*	-
2014-15	12.7%	16.1%	0.0%	*	*	-	-	-	-	-	-	*	-

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Attendance and Postsecondary Readiness

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

	State	Region 10	District	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Econ Disadv	ELL
Advanced Course/Dual-Credit Course Completion (Grades 11-12)													
Social Studies													
2015-16	29.0%	31.9%	*	-	*	-	-	-	-	-	-	*	-
2014-15	28.4%	31.0%	0.0%	*	*	-	-	-	-	-	-	*	*
Advanced Course/Dual-Credit Course Completion (Grades 9-12)													
Any Subject													
2015-16	35.9%	38.0%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
2014-15	34.6%	35.9%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
English Language Arts													
2015-16	16.2%	16.4%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
2014-15	15.7%	15.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	*
Mathematics													
2015-16	19.3%	20.4%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
2014-15	19.4%	20.6%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	*
Science													
2015-16	5.1%	6.7%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	*
2014-15	5.2%	6.8%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	*
Social Studies													
2015-16	20.8%	24.6%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
2014-15	19.5%	22.5%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
AP/IB Results (Participation)													
All Subjects													
2016	25.5%	32.1%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
2015	24.9%	30.5%	0.0%	0.0%	0.0%	-	-	-	-	-	n/a	0.0%	n/a
English Language Arts													
2016	15.5%	21.0%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
2015	15.1%	19.6%	0.0%	0.0%	0.0%	-	-	-	-	-	n/a	0.0%	n/a
Mathematics													
2016	6.8%	9.3%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
2015	6.8%	9.2%	0.0%	0.0%	0.0%	-	-	-	-	-	n/a	0.0%	n/a
Science													
2016	10.4%	13.6%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
2015	10.2%	13.3%	0.0%	0.0%	0.0%	-	-	-	-	-	n/a	0.0%	n/a
Social Studies													
2016	14.8%	19.4%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
2015	14.4%	18.3%	0.0%	0.0%	0.0%	-	-	-	-	-	n/a	0.0%	n/a

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Profile

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

Student Information	District		State	
	Count	Percent	Count	Percent
Total Students:	472	100.0%	5,343,834	100.0%
Students by Grade:				
Early Childhood Education	0	0.0%	13,821	0.3%
Pre-Kindergarten	0	0.0%	223,833	4.2%
Kindergarten	0	0.0%	371,682	7.0%
Grade 1	0	0.0%	395,568	7.4%
Grade 2	0	0.0%	408,582	7.6%
Grade 3	0	0.0%	412,581	7.7%
Grade 4	0	0.0%	410,882	7.7%
Grade 5	1	0.2%	400,016	7.5%
Grade 6	28	5.9%	398,017	7.4%
Grade 7	41	8.7%	396,001	7.4%
Grade 8	63	13.3%	392,231	7.3%
Grade 9	228	48.3%	431,486	8.1%
Grade 10	83	17.6%	395,057	7.4%
Grade 11	25	5.3%	363,655	6.8%
Grade 12	3	0.6%	330,422	6.2%
Ethnic Distribution:				
African American	195	41.3%	673,291	12.6%
Hispanic	225	47.7%	2,802,180	52.4%
White	42	8.9%	1,499,559	28.1%
American Indian	1	0.2%	20,701	0.4%
Asian	2	0.4%	224,834	4.2%
Pacific Islander	0	0.0%	7,687	0.1%
Two or More Races	7	1.5%	115,582	2.2%
Economically Disadvantaged	472	100.0%	3,155,117	59.0%
Non-Educationally Disadvantaged	0	0.0%	2,188,717	41.0%
English Language Learners (ELL)	80	16.9%	1,010,168	18.9%
Students w/ Disciplinary Placements (2015-2016)	0	0.0%	74,803	1.4%
At-Risk	472	100.0%	2,685,789	50.3%
Students with Disabilities by Type of Primary Disability:				
Total Students with Disabilities	103		467,611	
By Type of Primary Disability				
Students with Intellectual Disabilities	54	52.4%	207,935	44.5%
Students with Physical Disabilities	*	*	102,283	21.9%
Students with Autism	*	*	58,444	12.5%
Students with Behavioral Disabilities	45	43.7%	93,082	19.9%
Students with Non-Categorical Early Childhood	0	0.0%	5,867	1.3%

Student Information	- Non-Special Education Rates -		- Special Education Rates -	
	District	State	District	State
Retention Rates by Grade:				
Kindergarten	-	1.8%	-	7.7%
Grade 1	-	3.8%	-	6.8%
Grade 2	-	2.4%	-	3.1%
Grade 3	-	1.6%	-	1.2%
Grade 4	-	0.8%	-	0.7%
Grade 5	0.0%	0.4%	0.0%	0.7%
Grade 6	60.0%	0.6%	40.0%	0.7%
Grade 7	52.1%	0.7%	20.0%	0.8%
Grade 8	13.8%	0.5%	10.0%	0.9%

	----- District -----		----- State -----	
	Count	Percent	Count	Percent
Data Quality:				
Underreported Students	14	0.9%	6,686	0.3%

Class Size Information		
	District	State
Class Size Averages by Grade and Subject (Derived from teacher responsibility records):		
Elementary:		
Kindergarten	-	18.8
Grade 1	-	18.8
Grade 2	-	18.9
Grade 3	-	19.0
Grade 4	-	19.0
Grade 5	1.0	20.9
Grade 6	2.7	20.4
Secondary:		
English/Language Arts	3.0	16.8
Foreign Languages	1.0	18.7
Mathematics	3.1	18.0
Science	3.1	19.0
Social Studies	3.3	19.4

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Profile

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

Staff Information	District		State	
	Count	Percent	Count	Percent
Total Staff	88.0	100.0%	705,007.9	100.0%
Professional Staff:				
Teachers	61.0	69.3%	451,253.5	64.0%
Professional Support	49.0	55.7%	352,756.1	50.0%
Campus Administration (School Leadership)	5.0	5.7%	70,392.1	10.0%
Central Administration	4.0	4.5%	20,492.1	2.9%
	3.0	3.4%	7,613.2	1.1%
Educational Aides:	12.0	13.6%	67,934.0	9.6%
Auxiliary Staff:	15.0	17.0%	185,820.3	26.4%
Total Minority Staff:	74.0	84.1%	346,378.5	49.1%
Teachers by Ethnicity and Sex:				
African American	33.0	67.3%	35,986.3	10.2%
Hispanic	3.0	6.1%	93,694.5	26.6%
White	8.0	16.3%	211,028.1	59.8%
American Indian	1.0	2.0%	1,243.7	0.4%
Asian	3.0	6.1%	5,383.5	1.5%
Pacific Islander	0.0	0.0%	1,521.6	0.4%
Two or More Races	1.0	2.0%	3,898.4	1.1%
Males	15.0	30.6%	83,544.8	23.7%
Females	34.0	69.4%	269,211.3	76.3%
Teachers by Highest Degree Held:				
No Degree	0.0	0.0%	4,333.3	1.2%
Bachelors	33.0	67.3%	262,745.0	74.5%
Masters	14.0	28.6%	83,426.6	23.6%
Doctorate	2.0	4.1%	2,251.2	0.6%
Teachers by Years of Experience:				
Beginning Teachers	1.0	2.0%	27,413.0	7.8%
1-5 Years Experience	9.0	18.4%	98,846.9	28.0%
6-10 Years Experience	11.0	22.4%	73,646.0	20.9%
11-20 Years Experience	19.0	38.8%	98,156.2	27.8%
Over 20 Years Experience	9.0	18.4%	54,694.0	15.5%
Number of Students per Teacher	9.6	n/a	15.1	n/a

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Profile

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

Staff Information	District	State
Experience of Campus Leadership:		
Average Years Experience of Principals	9.0	19.5
Average Years Experience of Principals with District	9.0	12.2
Average Years Experience of Assistant Principals	19.0	15.7
Average Years Experience of Assistant Principals with District	5.0	10.1
Average Years Experience of Teachers:		
Average Years Experience of Teachers with District:	12.5	10.9
	6.3	7.2
Average Teacher Salary by Years of Experience (regular duties only):		
Beginning Teachers	\$54,233	\$46,199
1-5 Years Experience	\$66,476	\$48,779
6-10 Years Experience	\$72,864	\$51,184
11-20 Years Experience	\$75,424	\$54,396
Over 20 Years Experience	\$75,497	\$60,913
Average Actual Salaries (regular duties only):		
Teachers	\$72,786	\$52,525
Professional Support	\$83,871	\$61,728
Campus Administration (School Leadership)	\$81,410	\$76,471
Central Administration	\$86,111	\$100,397
Instructional Staff Percent:	72.9%	64.6%
Turnover Rate for Teachers:	17.4%	16.4%
Staff Exclusions:		
Shared Services Arrangement Staff:		
Professional Staff	0.0	1,112.5
Educational Aides	0.0	216.4
Auxiliary Staff	0.0	454.3
Contracted Instructional Staff:	0.0	2,110.5

TEXAS EDUCATION AGENCY
Texas Academic Performance Report
2016-17 District Profile

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

Program Information	District		State	
	Count	Percent	Count	Percent
Student Enrollment by Program:				
Bilingual/ESL Education	77	16.3%	1,005,219	18.8%
Career & Technical Education	72	15.3%	1,336,684	25.0%
Gifted & Talented Education	0	0.0%	415,641	7.8%
Special Education	103	21.8%	467,611	8.8%
Teachers by Program (population served):				
Bilingual/ESL Education	1.0	2.0%	21,143.9	6.0%
Career & Technical Education	0.7	1.4%	15,992.3	4.5%
Compensatory Education	0.0	0.0%	9,777.0	2.8%
Gifted & Talented Education	0.0	0.0%	6,556.8	1.9%
Regular Education	39.2	80.1%	256,918.3	72.8%
Special Education	8.1	16.5%	30,361.9	8.6%
Other	0.0	0.0%	12,005.8	3.4%

Link to:
[PEIMS Financial Standard Reports/](#)
[2015-2016 Financial Actual Report](#)

- 'W' Indicates that ELL rates at met or exceeded progress and exceeded progress include current and monitored students.
'*' Indicates results are masked due to small numbers to protect student confidentiality.
'**' When only one group is masked, then the second smallest group is masked (regardless of size).
'-' Indicates zero observations reported for this group.
'n/a' Indicates data reporting is not applicable for this group.
'***' Indicates that rates for Reading and Mathematics are based on the cumulative results from the first and second administrations of STAAR.
'?' Indicates that the data for this item were statistically improbable, or were reported outside a reasonable range.

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DISCUSSION ITEMS VII



DISCUSSION ITEM L.



Academy for Academic Excellence Director's Report November & December 2017

On November 20th, staff attended a Poverty Simulation training conducted by staff from the Region 10 Education Service Center. The Poverty Simulation is a simulation experience developed by the Missouri Association for Community Action. During the simulation, participants pretend to be members of a low-income community attempting to survive four 15-minute weeks of poverty. The simulation relies on role playing techniques and extensive props to help participants understand the day-to-day challenges faced by families living in poverty.

The staff found this training very enlightening. Some of their comments are below:

"This activity helped me to understand better the day to day struggles of these families and how they need help but don't know where or how to get it as well as the pressure put on their children"

"An upfront and close scenario of how poverty truly changes an entire family on all levels"

"Powerful"

Testing took place in December. Students took the State mandated assessments and the district assessments to close the first semester.

- December 4-8 high school students took their End of Course (EOC) exams.
- December 18th – 22nd all students took semester exams to finalize their first semester grades.
- December 22nd was the last day of the first semester.

In November and December, AAE assisted 84 families from the Food Bank and 50 families from the Clothing Closet. AAE was also able to assist 22 families with holiday food boxes for Thanksgiving and Christmas. The food boxes included a turkey or ham, bread, butter, egg beaters, and vegetables.

**ACADEMY FOR ACADEMIC EXCELLENCE
CHARTER SCHOOL REPORT
November & December 2017**

DR. JEROME MCNEIL JR. DETENTION CENTER / AAE CAMPUS (001):

November at a Glance

As State accountability testing began the first week in December, students were receiving preparatory and additional instruction to increase the likelihood of success on the assessments. Teachers provided various activities and mini-projects to scaffold and differentiate learning for our students. Students were engaged and enjoyed the activities the teachers planned for them.

December at a Glance

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

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

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

DAY REPORTING CENTER - CAMPUS (002):

November at a Glance

READING CLASSES: Students were working on their goals and skills to improve their reading skills.

MATH CLASSES: Students were working on "evaluating an equations" using the TI- 84 calculator.

SCIENCE: Students finished working on plant life.

SOCIAL-STUDIES: Students studied Medieval Lifetimes and the Renaissance.

GENERAL EQUIVALENCY DIPLOMA (GED): GED had 25 students enrolled. Three students passed all of their tests and will secure their GED certificates.

Teachers were working on their book study "Motivating Students Who Don't Care."

December at a Glance

December 4th – 8th students took End of Course (EOC) exams given to High School students needing to pass their EOCs for graduation requirements.

December 18th – 22nd semester exams were given to all students to finalize the first semester grades.

December 22nd was the last day of the first semester.

MEDLOCK/YOUTH VILLAGE CAMPUS – (003):**November at a Glance**

Medlock/Youth Village Campus (MYV) conducted several activities to celebrate Thanksgiving, teaching students the importance of showing appreciation and acknowledging the advancement of the early explorers. Celebrating the holiday, Medlock and Youth Village students assisted in designing the bulletin board and decorating the halls. In addition, the English department designed a TEKS-based lesson where student wrote essays on celebrating the Thanksgiving holiday and the importance of giving thanks.

Credit Recovery Program

Medlock/Youth Village credit recovery program was well underway and staffs were steadily finding ways to assist students in their positive transition back into their traditional educational setting. Over sixty students were participating in the program. Several students had earned credits this semester. Some of our exiting students transitioned to DRC to continue their credit recovery process.

Social Studies Department

The students were learning various concepts and historical events associated with their assigned course. Also, both Medlock and Youth Village Social Studies teachers incorporated the contributions of the early explorers into their lessons.

Math Department

The students used manipulative and technology to help them understand advanced mathematic concepts and operations. At Medlock, the students had many interactive activities to assist them with learning complex mathematical terminology and vocabulary. At Youth Village, students learned algebraic and geometric terminology.

English Department

The students worked on developing expository essays, reading poetry, and analyzing complex text.

STAAR Preparation

Medlock/Youth Village teachers used STAAR release test as diagnostic test on all of the students to determine the students' strengths and weaknesses in preparation for the December STAAR retake administration. The Data Controller and the Testing Team did a great job of researching those students who would test in the December test administration.

December at a Glance

Medlock/Youth Village campus conducted several activities to celebrate Christmas, teaching students the importance of showing appreciation to those individuals who have contributed to their development as a person. In addition, Medlock and Youth Village students assisted the staff in designing the bulletin board and decorating the halls. In addition, Medlock/Youth Village English teachers designed a TEKS-based lesson where student wrote essays on celebrating the Christmas holiday and the importance of giving.

In early December, Youth Village students put on a holiday celebration honoring their parents and the many volunteers that have assisted the facility throughout the year. The students performed many holiday skits and songs. In addition, many of the students from the culinary arts program assisted with food preparation and serving.

At Medlock, the students put on a dynamic holiday program featuring song, poetry, dance, and oratory. They also wrote and presented messages of appreciation to the facility, psychology, and educational staff.

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

STAAR Administration

Medlock/Youth Village had a successful December STAAR End of Course (EOC) test administration.

Report Cards

The 3rd Six Weeks ended on December 22nd; we will hold a recognition activity for the students on the A and B Honor Roll in January. Parent copies will be mailed and students will receive copies.

SAU (SUBSTANCE ABUSE UNIT) CAMPUS (004):**November at a Glance****English**

In the English department, students found out the meaning of drama and began reading literary works such as George Orwell's *Animal Farm* and *The Wizard of Oz*.

Career and Technology

Students learned how to prepare for a job interview, answer the tough questions, and present themselves appropriately.

Social Studies

Students created drug prevention posters in honor of drug awareness week. Students also learned about historical events such as World War I and reasons for U.S. entry into the war.

Science

Students learned information about elements and the periodic table. They also explored acceleration and motion, creating their own track.

Math

Students worked on standardized test preparation, answered bell-ringers that consisted of previously released STAAR test questions and represented sample spaces using lists and trees.

December at a Glance

December 4th – 8th End of Course (EOC) exams were given to high school students needing to pass their EOCs for graduation requirements.

December 18th – 22nd semester exams were given to all students to finalize the first semester grades.

December 22nd was the last day of the first semester.

LETOT CAMPUS (005):**November at a Glance**

- Faculty meetings were content specific. Math and Science teachers collaborated together to plan lessons and exchange instructional ideas. Some teachers attended Professional Development and brought back to the team during faculty meetings.
- Active learning strategies campus-wide teachers planned activities to reach all learners and learning styles: kinesthetic, visual, auditory, etc.
- Teachers used pre/post-test data to make informed instructional decisions.

RTC Campus at a Glance

- University of North Texas, Admission Coordinator, Corinne French visited with the residents and talked about: campus life, preparation for college, college plans, tuition opportunities, scholarships, etc. Residents received packets of information and shirts from our guest speaker.
- Residents expressed interest in learning different languages: French, Italian, Filipino, and Arabic. They were provided with linguistic materials to support their interest.
- Students celebrated Christmas and Winter Holidays with a program organized by the facility (dance, poem recitals, Christmas carols, etc.) Some students cooked and catered holiday meals to both facilities.

Shelter Campus at a Glance

- EOC/STAAR tutoring every Tuesday 3-3:45 pm in all content areas.
- Student data controller conference regarding educational placement after Letot and academic credits counseling. Data controller meets with all students individually upon admission.
- Students celebrated Christmas and Winter Holidays with a program organized by the facility (dance, poem recitals, Christmas carols, etc.) Some students cooked and catered holiday meals to both facilities.

December at a Glance

- December 4th – 8th graders took End of Course (EOC) exams were given to high school students needing to pass their EOCs for graduation requirements.
- December 18th – 22nd semester exams were given to all students to finalize the first semester grades.
- December 22nd was the last day of the first semester.

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of November 2017:			District Total Enrollment: 508		
District Average Attendance			483 (95.08%)		
District Special Education Student Population			155 (30.51%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	291	27	120	28	42
New Students	125	25	14	14	21
Withdrawals	130	12	28	13	26
Avg. Daily Attendance	288	16	119	19	41
Avg. Daily Enrollment	291	27	120	28	42
Attendance Average	98.97%	59.26%	99.17%	67.86%	97.62%

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	37	13.03%	15	21.43%	00	0.0%	05	18.52%	29	80.56%
Male	247	86.97%	40	78.57%	110	100%	22	81.48%	07	19.44%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	3		0		1		0		0	
6	8		0		0		0		1	
7	33		8		6		1		7	
8	39		9		19		4		4	
9	133		26		63		15		14	
10	50		11		18		5		6	
11	13		1		2		1		3	
12	5		0		1		1		1	
AGE	Number		Number		Number		Number		Number	
10	2		0		0		0		0	
11	2		0		1		0		1	
12	4		0		1		0		1	
13	10		0		6		1		7	
14	45		5		8		1		3	
15	72		8		28		5		8	
16	95		22		47		10		8	
17	53		19		19		10		8	
18+	1		1		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	125	44.01%	22	40.00%	60	54.55%	3	11.11%	13	36.11%
Caucasian	14	04.93%	1	01.82%	3	02.73%	6	22.22%	3	08.33%
Hispanic	144	50.70%	32	58.18%	47	42.72%	18	66.67%	20	55.56%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.35%	0	00.00%	0	00.00%	0	00.00%	0	00.00%

**ACADEMY FOR ACADEMIC EXCELLENCE
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of December 2017:			District Total Enrollment: 506		
District Average Attendance			476 (94.07%)		
District Special Education Student Population			149 (29.45%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	295	36	113	27	37
New Students	110	14	19	10	11
Withdrawals	100	11	17	13	10
Avg. Daily Attendance	292	19	112	17	36
Avg. Daily Enrollment	295	36	113	25	37
Attendance Average	98.98%	52.78%	99.12%	68.00%	97.30%

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	45	15.31%	15	25.86%	00	0.0%	03	12.50%	29	82.86%
Male	249	84.69%	43	74.14%	112	100%	21	87.50%	06	17.14%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	3		0		0		0		0	
6	8		0		1		0		1	
7	33		8		5		2		6	
8	46		8		17		5		4	
9	130		30		67		15		12	
10	55		10		19		1		8	
11	12		2		2		1		3	
12	7		0		1		0		1	
AGE	Number		Number		Number		Number		Number	
10	0		0		0		0		0	
11	2		0		0		0		0	
12	4		0		1		0		2	
13	13		0		4		1		7	
14	46		4		10		3		3	
15	77		9		30		4		6	
16	98		21		44		7		9	
17	53		22		23		9		8	
18+	1		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	129	43.88%	25	43.10%	57	50.89%	4	16.67%	14	40.00%
Caucasian	22	07.48%	0	00.00%	3	02.68%	3	12.50%	5	14.29%
Hispanic	143	48.64%	33	56.90%	52	46.43%	17	70.83%	16	45.71%
Native American	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	0	00.00%	0	00.00%	0	00.00%	0	00.00%	0	00.00%



ACTION ITEMS

VIII.



ACTION ITEM

M.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 22, 2018
To: Academy for Academic Excellence School Board
From: Dr. Terry S. Smith, Director
Subject: Reauthorization of Academy for Academic Excellence (AAE) Charter School Purchase Policy

Background of Issues

Historically, the Academy for Academic Excellence School Board grants authorization to utilize a modified purchasing system to expedite purchases and pay invoices. To date, this system has been effective in creating a more responsive purchasing process. With the utilization of the modified system, there have been no significant challenges encountered, as items purchased and invoices paid were accounted for in the various line items of the Academy for Academic Excellence's budget. This practice has not circumvented the enforcement of the Local Government and Dallas County Purchasing policies and procedures. The purpose of this briefing is to request an extension of the previously approved modification to the purchasing process used to facilitate the expeditious ordering of needed supplies and paying invoices.

Impact on Operations and Maintenance

The Academy for Academic Excellence's FY18 budget was approved by the Academy for Academic Excellence School Board at the July 24, 2017 School Board meeting. The budget briefing included a proposed budget of expenditures for the School Board's approval. The Purchasing Department, in accordance with purchasing policies and procedures, requires a School Board Order when purchasing items outside of basic office supplies and copier paper and in some cases a contract to purchase materials and supplies, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Commissioners Court approval.

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

To ensure that all purchase requests are consistent with Academy for Academic Excellence School Board approved budget, appropriate staff members have received training related to their specific line item budget and have also been provided detailed copies of the budget. Moreover, staff members have been provided detailed information on the purchasing process. Associated with the responsibilities incurred in the purchasing process, all requests will be accompanied by appropriate documentation asserting that the identified items were included in the approved budget.

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

- (1) \$0.01--\$500. Purchases in this range require the Deputy Director and Budget Manager's signature plus a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.

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

214-698-2200 Office **214-698-5508 Fax**

- (2) \$500.01--\$1,000. In addition to requirement (1), purchases in this range require the Department's Director or Assistant Director signature.
- (3) \$1,000.01--\$3,500. In addition to requirement (1) and (2), purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chair.
- (4) \$3,500.01--and above. In addition to requirements (1), (2), and (3), purchases in this range require a traditional School Board briefing and court order and must comply with Dallas County and Local Government Code purchasing policies and procedures.

All purchases must comply with Dallas County and Local Government Code purchasing policies and procedures.

Strategic Plan Compliance:

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

Legal Impact

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

Financial Impact/Considerations

The cost for any materials or supplies ordered or invoices to be paid was accounted for under specific line items in the Academy for Academic Excellence's approved budget. This information has been review by Ms. Carmen Williams, Budget Manager.

Recommendation

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

Recommended by:



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

JUVENILE BOARD ORDER

ORDER NO: 2018-xxx

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Charter School Board of Dallas County, Texas, held on the 22nd day of January 2018, 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,** historically, the Academy for Academic Excellence School Board grants authorization to utilize a modified purchasing system to expedite purchases and pay invoices. To date, this system has been effective in creating a more responsive purchasing process. With the utilization of the modified system, there have been no significant challenges encountered, as items purchased and invoices paid were accounted for in the various line items of the Academy for Academic Excellence's budget.; and
- WHEREAS,** this practice has not circumvented the enforcement of the Local Government and Dallas County Purchasing policies and procedures. The purpose of this briefing is to request an extension of the previously approved modification to the purchasing process used to facilitate the expeditious ordering of needed supplies and paying invoices; and
- WHEREAS,** the Academy for Academic Excellence's FY 18 budget was approved by the Academy for Academic Excellence School Board at the July 24, 2017 School Board meeting. The budget briefing included a proposed budget of expenditures for the School Board's approval.; and
- WHEREAS,** the Purchasing Department, in accordance with purchasing policies and procedures, requires a School Board Order when purchasing items outside of basic office supplies and copier paper and in some cases a contract to purchase materials and supplies, and/or to pay outstanding invoices. Additionally, orders that exceed \$50 require Commissioners Court approval; and
- WHEREAS,** basic supplies and materials are ordered in advance to ensure that staff has the necessary resources for youth, and to facilitate a safe community, and have the necessary resources to complete assigned tasks and duties during the Charter School's day-to-day operations. Some resources are needed to be in compliance with licensing and governing bodies while others will increase staff efficiency and are cost effective and
- WHEREAS,** to ensure that all purchase requests are consistent with the Charter School's approved budget, appropriate staff members have received training related to their specific line item budget and

have also been provided detailed copies of the budget. Moreover, staff members have been provided detailed information on the purchasing process. Associated with the responsibilities incurred in the purchasing process, all requests will be accompanied by appropriate documentation asserting that the identified items were included in the approved budget; and

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

- (1) *\$0.01--\$500. Purchases in this range require the Deputy Director and Budget Manager's signature plus a standing School Board Order that authorizes payments for items reflected in the school budget approved by the School Board.*
- (2) *\$500.01--\$1,000. In addition to requirement (1), purchases in this range require the Department's Director or Assistant Director signature.*
- (3) *\$1,000.01--\$3,500. In addition to requirement (1) and (2), purchases in this range require a signed authorization by the Academy for Academic Excellence School Board Chairperson or Vice-Chairperson.*
- (4) *\$3,500.01--and above. In addition to requirements (1), (2), and (3), purchases in this range require a traditional School Board briefing and court order and must comply with Dallas County and Local Government Code purchasing policies and procedures.*

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence School Board approve the modified approval process for ordering needed supplies and materials.

DONE IN OPEN BOARD MEETING this 22nd day of January 2018.

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

Recommended by:

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

Approved by:

Judge Cheryl Lee Shannon, President
Academy for Academic Excellence School 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: January 22, 2018
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Acceptance of Annual Financial Audit

Background of Issues:

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

The purpose of this request is to present the audit report for the 2017 Fiscal Year for AAE Charter School Board approval and authorization for the President of the Academy for Academic Excellence School Board to sign the audit on behalf of the Academy for Academic Excellence School Board for submission to TEA.

The Annual Financial Audit will be distributed to the Board on January 22, 2018, and submitted to the Texas Education Agency (TEA) on or before January 27, 2018, as required.

Impact on Operations and Maintenance:

The Academy for Academic Excellence's Fiscal Year is from September 1, 2016, through August 31, 2017. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2017. The Texas Education Agency automatically grants an additional 30-day extension of the deadline without imposing any penalties or sanctions.

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

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

Strategic Plan Compliance:

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

Financial Highlights:

Key financial highlights for Fiscal Year 2017 are as follows:

- In total, unrestricted net position decreased by \$1,987,577. Net position of governmental activities decreased from a negative position of \$4,544,681 in fiscal 2016 to a negative position of \$6,532,258 in fiscal 2017. This decrease is due to the amortization of deferred inflows/outflows.
- The Academy had general revenues of \$5,638,279 and program revenues of \$1,351,909. Total revenues were \$6,990,188 which is an increase of 2% from the prior year.
- The Academy had \$8,977,765 in expenses, representing an approximate 14% increase from the prior year.
- In total, net change in fund balance was a negative \$488,627 (projected to be \$616,512) compared to a positive \$195,944 for the prior year.

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

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

Legal Impact:

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

Financial Impact/Considerations:

The net position of (\$6,532) reflects a deficit after accounting for all liabilities—including possible long-term liabilities required to be accounted for, recording of liabilities for Other Post-Employment Benefits (OPEB) and pensions. This deficit does not mean the Academy does not have resources available as they become due. Rather, Generally Accepted Accounting Principles (GAAP) and the TEA Financial Accountability System Resource Guide require governmental organizations to recognize an actuarially calculated liability for OPEB and an actuarially calculated net pension liability. Since inception of the Academy, management has included in each annual budget a reserve fund to allow for changes in State funding. State funding is based on average daily attendance.

Fiscal 2017 expenditures increased by \$1,110,549 due to an 8% increase in staff salaries and an 86% increase in student transportation costs.

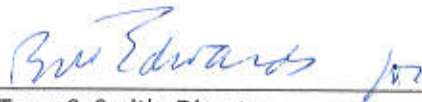
Academy for Academic Excellence Charter School employees are permanent, full-time Dallas County employees and participate in the County's pension/retirement plan. OPEB for AAE was calculated as a 2% allocation from the County's OPEB.

Deloitte & Touche' estimates the total fees for the financial audit for the AAE will be \$40,750. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence Charter School has no outstanding debt.

Recommendation:

It is recommended the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2017, conducted by the firm of Deloitte & Touché, and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office for submission to TEA.

Recommended by:

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

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

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 22nd day of January 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

The purpose of this request is to present the audit report for the 2017 Fiscal Year for AAE Charter School Board approval and authorization for the President of the Academy for Academic Excellence School Board to sign the audit on behalf of the Academy for Academic Excellence School Board for submission to TEA.

The Annual Financial Audit was be distributed to the Board on January 22, 2018, and will be submitted to the Texas Education Agency (TEA) on or before January 27, 2018, as required; and

WHEREAS, the Academy for Academic Excellence's Fiscal Year is from September 1, 2016, through August 31, 2017. According to the TEC § 44.008, the independent audit must be approved by the Board and submitted to TEA no later than 150 days after the end of the fiscal year, which was August 31, 2017. The Texas Education Agency automatically grants an additional 30-day extension of the deadline without imposing any penalties or sanctions.

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

The Annual Financial Report presents the financial statements for the Academy for Academic Excellence, listing overall revenue and expenditures as well as details for specific funds within the budget. The notes to the financial statements provide a more detailed explanation of the fiscal

information. A portion of the Academy for Academic Excellence School Board's audit includes a section entitled "Management's Discussion and Analysis." This section was prepared by AAE staff and provides a summary of the Academy for Academic Excellence's finances; and

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

WHEREAS, key financial highlights for Fiscal Year 2017 are as follows:

- In total, unrestricted net position decreased by \$1,987,577. Net position of governmental activities decreased from a negative position of \$4,544,681 in fiscal 2016 to a negative position of \$6,532,258 in fiscal 2017. This decrease is due to the amortization of deferred inflows/outflows.
- The Academy had general revenues of \$5,638,279 and program revenues of \$1,351,909. Total revenues were \$6,990,188 which is an increase of 2% from the prior year.
- The Academy had \$8,977,765 in expenses, representing an approximate 14% increase from the prior year.
- In total, net change in fund balance was a negative \$488,627 (projected to be \$616,512) compared to a positive \$195,944 for the prior year.

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

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

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

WHEREAS, the net position of (\$6,532) reflects a deficit after accounting for all liabilities—including possible long-term liabilities required to be accounted for, recording of liabilities for Other Post-Employment Benefits (OPEB) and pensions. This deficit does not mean the Academy does not have resources available as they become due. Rather, Generally Accepted Accounting Principles (GAAP) and the TEA Financial Accountability System Resource Guide require governmental organizations to recognize an actuarially calculated liability for OPEB and an actuarially calculated net pension liability. Since inception of the Academy, management has included in each annual budget a reserve fund to allow for changes in State funding. State funding is based on average daily attendance.

Fiscal 2017 expenditures increased by \$1,110,549 due to an 8% increase in staff salaries and an 86% increase in student transportation costs.

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

Deloitte & Touché estimates the total fees for the financial audit for the AAE will be \$40,750. The cost of the audit will be paid from the Academy for Academic Excellence School budget. It is noted that the Academy for Academic Excellence Charter School has no outstanding debt; and

WHEREAS, it is recommended the Academy for Academic Excellence Charter School Board accept the Academy for Academic Excellence School's annual audit for Fiscal Year 2017, conducted by the firm of Deloitte & Touché, and authorize the President of the Academy for Academic Excellence School Board to sign the document as presented by the auditors upon review and approval by the Dallas County Auditor's Office for submission to TEA.

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

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Recommended by:

Approved by:

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

President
Academy for Academic Excellence Charter School Board



ACTION ITEM

O.



**DALLAS COUNTY
JUVENILE DEPARTMENT**

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

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

MEMORANDUM

Date: January 22, 2018
To: Academy for Academic Excellence Charter School Board
From: Dr. Terry S. Smith, Director
Subject: Adoption of Bullying Policy: David's Law Senate Bill 179

Background of Issues:

Pursuant to Senate Bill 179 "an act relating to harassment, bullying, and cyberbullying of a school student of minor and certain mental health programs for public school students; increase a criminal penalty". This Act shall be known as David's Law. Section 37.0832, Education Code, is amended by amending subsections (a) and (c) and adding subsections (a-1) and f.

Each school district must establish a district-wide policy and procedures to assist in the prevention and mediation of bullying incidents between students that:

- (1) interfere with a student's educational opportunities; or
- (2) substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Impact on Operations and Maintenance:

During Texas' 85th Legislative Session, Senate Bill 179, also known as David's Law, was passed and signed into Texas State law. This bill was named after David Molak, a high school student in San Antonio, who committed suicide because of cyberbullying. The bill aims to bring awareness and new policies to schools to combat cyberbullying. Senate Bill 179 (SB 179) classifies cyberbullying as a misdemeanor offense. The law also requires intervention from public schools when any cyberbullying behavior is suspected.

- School districts are required to include cyberbullying policies into district policies and notify parents/guardians if their child has been a victim of bullying or are the alleged aggressor.
- The bill requires school districts to develop an anonymous system to report bullying and threats.
- School districts have a greater ability to investigate off campus bullying if they see it materialize in school, enabling school districts and law enforcement agencies to collaborate on investigations.
- The legislation enables law enforcement to unmask anonymous social media users who threaten others.
- Students and/or parents can be charged with a misdemeanor for harassing or bullying anyone under the age of 18 through text messages, social media, websites, apps, or other means whether on campus or off, and provides additional counseling and rehabilitation services to the aggressor and victim.

Strategic Plan Compliance:

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

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

214-698-2200 Office

214-698-5508 Fax

Legal Impact:

The Academy for Academic Excellence is responsible for the implementation of the policy created for bullying and cyberbullying (SB 179 and Section 37.0832, Education Code).

Financial Impact/Considerations:

There is no financial impact.

Performance Impact Measures:

Improve the safety and security for all students and staff.

Project Schedule/Implementation:

Implementation will begin after Board approval.

Recommendation:

It is recommended the Academy for Academic Excellence Charter School Board approve the adoption of the Academy for Academic Excellence's Bullying Procedures to comply with the Bullying Policy: David's Law Senate Bill 179.

Recommended by:



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

This is Education Code's Policy.

This policy addresses bullying of students.

Definitions

BULLYING

1. "Bullying" means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that satisfies the applicability requirements below and that:
 - a. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
 - b. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
 - c. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
 - d. Infringes on the rights of the victim at school; and
2. Includes cyberbullying.

CYBERBULLYING

"Cyberbullying" means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

These provisions apply to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
 - a. Interferes with a student's educational opportunities; or

- b. Substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

POLICY

The board shall adopt a policy, including any necessary procedures, concerning bullying that:

1. Prohibits the bullying of a student;
2. Prohibits retaliation against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying;
3. Establishes a procedure for providing notice of an incident of bullying to:
 - a. A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
 - b. A parent or guardian of the alleged bully within a reasonable amount of time after the incident;
4. Establishes the actions a student should take to obtain assistance and intervention in response to bullying;
5. Sets out the available counseling options for a student who is a victim of or a witness to bullying or who engages in bullying;
6. Establishes procedures for reporting an incident of bullying, including procedures for a student to anonymously report an incident of bullying, investigating a reported incident of bullying, and determining whether the reported incident of bullying occurred;
7. Prohibits the imposition of a disciplinary measure on a student who, after an investigation, is found to be a victim of bullying, on the basis of that student's use of reasonable self-defense in response to the bullying; and
8. Requires that discipline for bullying of a student with disabilities comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.).

The policy and any necessary procedures must be included annually in the student handbooks and in the district improvement plan under Education Code 11.252.

INTERNET POSTING

The procedure for reporting bullying must be posted on a District's internet web site to the extent practicable.

Bullying Policy
David's Law (S. B. 179)
37.0832, Education Code

TRAINING	Students and staff will be trained annually by the Sheriff's Department.
REPORTING	Students and staff can report in person or anonymously. Students and staff will be given the campus administrator's 24 hour phone number for reporting purposes.

AAE's Bullying Procedures

TRAINING	Students and staff will be trained annually by the Sheriff's Department.
PROCEDURES	<p>Each year, students and families will receive an orientation on bullying, which includes cyberbullying.</p> <ol style="list-style-type: none">1. Reports of bullying will be directed to the campus administrator. The campus administrator will conduct an initial inquiry based on the allegations. The campus administrator will promptly notify the Sheriff's Department to conduct an investigation and appropriate action. <p>All allegations will be taken seriously and kept confidential, to the extent possible. Limited disclosure may be necessary in order to conduct a thorough investigation.</p> <ol style="list-style-type: none">2. Parent notification:<ol style="list-style-type: none">a. parent notification of the alleged victim will occur on or before the third business dayb. parent notification of the alleged bully will occur on or before the third business day.3. Students and parents will have their campus administrator's phone number to report any bullying incidents. All allegations will be taken seriously and kept confidential, to the extent possible. Limited disclosure may be necessary in order to conduct a thorough investigation.4. The Sheriff's Department will be involved in the investigation of all bullying incidents.5. Once the investigation is concluded, a parent/student conference will occur. Serious bullying incidents may require placement at the Juvenile Justice Alternative Education Program (JJAEP) as a discretionary offense.
INTERNET POSTING	AAE's procedures for reporting bullying must be posted on a District's internet web site to the extent practicable.

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2018 - XXX

DATE: January 22, 2018

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Academy for Academic Excellence Charter School Board of Dallas County, Texas, held on the 22nd day of January 2018, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

WHEREAS, pursuant to Senate Bill 179 “an act relating to harassment, bullying, and cyberbullying of a school student of minor and certain mental health programs for public school students; increase a criminal penalty”. This Act shall be known as David’s Law. Section 37.0832, Education Code, is amended by amending subsections (a) and (c) and adding subsections (a-1) and f.

Each school district must establish a district-wide policy and procedures to assist in the prevention and mediation of bullying incidents between students that:

- (1) interfere with a student’s educational opportunities; or
- (2) substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity; and

WHEREAS, during Texas’ 85th Legislative Session, Senate Bill 179, also known as David’s Law, was passed and signed into Texas State law. This bill was named after David Molak, a high school student in San Antonio, who committed suicide because of cyberbullying. The bill aims to bring awareness and new policies to schools to combat cyberbullying. Senate Bill 179 (SB 179) classifies cyberbullying as a misdemeanor offense. The law also requires intervention from public schools when any cyberbullying behavior is suspected.

- School districts are required to include cyberbullying policies into district policies and notify parents/guardians if their child has been a victim of bullying or are the alleged aggressor.
- The bill requires school districts to develop an anonymous system to report bullying and threats.
- School districts have a greater ability to investigate off campus bullying if they see it materialize in school, enabling school districts and law enforcement agencies to collaborate on investigations.

- The legislation enables law enforcement to unmask anonymous social media users who threaten others.
- Students and/or parents can be charged with a misdemeanor for harassing or bullying anyone under the age of 18 through text messages, social media, websites, apps, or other means whether on campus or off, and provides additional counseling and rehabilitation services to the aggressor and victim; and

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

WHEREAS, the Academy for Academic Excellence is responsible for the implementation of the policy created for bullying and cyberbullying (SB 179 and Section 37.0832, Education Code); and

WHEREAS, there is no financial impact; and

WHEREAS, to improve the safety and security for all students and staff; and

WHEREAS, implementation will begin after Board approval; and

WHEREAS, the Juvenile Department recommends that the Academy for Academic Excellence School Charter School Board approve the adoption of the Academy for Academic Excellence's Bullying Procedures to comply with the Bullying Policy: David's Law Senate Bill 179.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Academy for Academic Excellence Charter School Board approves the adoption of the Academy for Academic Excellence's Bullying Procedures to comply with the Bullying Policy: David's Law Senate Bill 179.

DONE IN OPEN BOARD MEETING this 22nd day of January, 2018.

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

Recommended by:

Approved by:

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

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



EXECUTIVE SESSION IX.