



DALLAS COUNTY JUVENILE BOARD

Agenda

Monday, January 28, 2019 5:00 p.m.

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

FILED

2019 JAN 23 AM 11:16

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY  DEPUTY

- I. Call to Order
- II. Approval of Minutes November 26, 2018
- III. Public Comment (Limited to 3 minutes per individual or organization)\*
- IV. Discussion Items-Juvenile Department
  - A. Director's Reports
  - B. Juvenile Justice Alternative Education Program (JJAEP) Update
  - C. Ratification of Noble Assessment System Platform
- V. Action Items - Juvenile Department
  - D. Election of Juvenile Board Chairman
  - E. Election of Juvenile Board Vice-Chairman
  - F. Reauthorization of Dallas County Juvenile Department Purchasing Policy
  - G. 19th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems – May 2nd-3rd, 2019
  - H. Professional Services Agreement between Dallas County Juvenile Department and Anna Salter, PhD. – 19th Annual Conference on the Treatment of Youth with Sexual Behavior Problems
  - I. Memorandum of Understanding between Dallas County Juvenile Department and Herrera & Associates for Positive Passage Programming at the Lyle B. Medlock Residential Treatment Center
  - J. Youth Services Advisory Board (YSAB) Juror fund Recommendation for Fiscal Year 2019 for Culinary Arts Vocation Class Support and Welding Vocation Class Support
  - K. Professional Services Agreement with Positive Steps, Inc., for Residential Sex Offender Treatment Services for Females
  - L. Youth Services Advisory Board (YSAB) Re-Appointments
  - M. Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #17013
- 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
  - N. AAE Charter School Update
- VIII. Action Items – AAE Charter School
  - O. Reauthorization of Academy Academic Excellence (AAE) Charter School Purchasing Policy
  - P. Acceptance of Annual Financial Audit
  - Q. Approval of E-rate Category 2 Funds for the Academy for Academic Excellence
  - R. Interlocal Agreement between Region 10 Education Service Center and Academy for Academic Excellence for the Safety and Security Audit at 1673 Terre Colony Court (Texas Education Code - EDUC § 37.108)
  - S. Approval of Improvement Plan Goals for the Academy for Academic Excellence
- IX. Executive Session - Juvenile Department

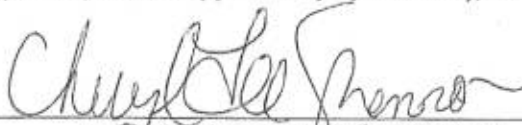
For Purposes Permitted by Chapter 551, Open Meetings, Texas Government Code, Section 551.071 through Section 551.076

Subjects:            Litigation                            Security                            Personnel: Deliberate Employee #17013                            Contacts:

Notes:

*\*Individuals Wishing to Speak During the Public Comment Period Must Register With the Director's Executive 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.*

  
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Judge Cheryl Shannon, 305<sup>th</sup> District Court  
Chairman, Dallas County Juvenile Board



# APPROVAL OF MINUTES

II.

MINUTES OF MEETING DATE: November 30, 2018

DALLAS COUNTY

TIME: 12:00 p.m.

JUVENILE BOARD

PLACE: Dallas County Youth Village  
1576 E. Langston Road  
Dallas, Texas 75241

MEMBERS PRESENT:

Judge Cheryl Lee Shannon, Chairman  
Commissioner John Wiley Price, Vice-Chairman  
Dr. Connie Wilson  
Judge Andrea Martin  
Judge Craig Smith  
Judge Andrea Plumlee  
Judge Amber Givens-Davis  
Judge Ken Molberg

MEMBERS ABSENT:

Judge Clay Jenkins

I. **Call to Order**

The Dallas County Juvenile Board meeting was held at the Dallas County Youth Village, 1576 E. Langdon Rd., Dallas, Texas 75241, at 12:00 pm. Vice-Chairman, Commissioner John Wiley Price, called the Juvenile Board Meeting to order at 12:00 p.m. noting there were enough members present for a quorum.

- Commissioner Price stated for the record that the Board would be touring the Youth Village facility and that Dr. Connie Wilson would be exempt from touring.

II. **Tour of Facilities**

- Commissioner Price called the meeting back to order at 12:22 p.m., noting that Chairman Judge Cheryl Shannon would abstain from voting on Item C.

III. **Approval of Minutes**

Commissioner Price entertained a motion to approve the October 22, 2018, meeting minutes.

- Judge Ken Molberg moved and Judge Andrea Martin seconded to approve the minutes from the previous meeting. The motion passed unanimously.

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

No public comments.

V. **Discussion Items – Juvenile Department**

A. Director's Report

**V. Discussion Items – Juvenile Department****A. Director's Report**

Mr. Beatty began by acknowledging Probation Officer Ms. Samantha Lee, of District 7, as the employee of the month. He also stated that she was recognized at Commissioner's Court for her willingness to go beyond her scope of duty by assisting the Dallas Fire Department who were called to the scene of an accident to which she had stopped to render assistance. Mr. Beatty stated that Ms. Lee was asked to crawl into the vehicle to retrieve the victim's identification, to which she gladly assisted. Mr. Beatty acknowledged Court Assessment Assistant Supervisor, Ms. Terri Gabourie for her role in orchestrating the North Texas Gang Task Force monthly meeting hosted by the Department. Lastly, he recognized the employees who received their service pins as well as those who received "Caught in the Acts". Lastly, Mr. Beatty thanked all who played a part in the successful execution of the eighth annual "Meal of Hope" sponsored by Alert Ministries for the youth in Detention for the holidays.

**B. JJAEP Update**

Mr. Beatty stated there are currently 72 students enrolled, with an average daily attendance of 52% at JJAEP. He stated the staff and youth participated in Bullying/Cyber-Bullying Awareness through presentations and discussions. The staff and students recognized Breast Cancer awareness by wearing pink. He mentioned that the staff of the International Truancy and Dropout Association toured the facility. Mr. Beatty commended Mrs. Ramos and her staff for the wonderful job they are doing in the department.

- There were no questions or comments for the reports.

**VI. Action Items – Juvenile Department****C. Annual Juvenile Board Certification of Youth Village**

Judge Shannon stated for the record that she would tour the site and sign an individual order reflecting that she toured and inspected the facility at a separate time. She also noted for the record that the order reads Letot and should reflect Youth Village and ask for the correction to be made.

- Commissioner Price stated that after touring the facility in regards to the certification of the Dallas County Youth Village, in accordance to Section 51.126 of the Texas Family Code the Dallas County Youth Village as suitable for the confinement of youth and entertained a motion with the necessary correction to the order.
- Judge Craig Smith moved and Judge Andrea Plumlee seconded to approve the certification of the Youth Village as suitable for the confinement of youth in accordance with Section 51.26 of the Texas Family Code. The motion passed unanimously.
- The record will reflect that Judge Shannon abstained from voting, as she was not present for the tour. The motion passed.

**D. 2018-2018 Annual Review of the Youth Village Policies and Procedures Manual**

Mr. Beatty respectfully requested that the Dallas County Juvenile Board approve the 2018 Policies and Procedures Manual for the Dallas County Youth Village. Additionally, he requested that the Juvenile Board also authorize the Director of Juvenile Services or designee to modify any policy and procedures as needed.

- Commissioner Price asked the Department if the employees are receiving a copy during training and signing as having received the information. Commissioner Price asked Mrs. Denika Caruthers, Legal Advisor to the Juvenile Department, if she had in fact reviewed and signed off on the P & P as to form. She replied in the affirmative for both inquiries.
- Commissioner Price moved and Judge Plumlee seconded to approve the 2018 Dallas County Youth Village Policies and Procedures Manual. The motion passed unanimously.

E. Interlocal Agreement to provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department

Mr. Beatty requested the Board to approve the Interlocal Agreement to provide Dental Services between Texas A&M University Health Science Center (TAMHSC) on behalf of Baylor College of Dentistry and Dallas County Juvenile Board on behalf of Dallas County Juvenile Department. He informed the Board that the renewal comes with an increase in payment for dental services at a new monthly flat rate of \$15,000.00, for an annual reimbursement not to exceed \$180,000.00. This is an increase from the previous contract of approximately \$64,000. This increase is the first since the beginning of the contact in FY 2001. Funding for the purchase of dental services is available from the Texas Juvenile Justice Department State Aid under Community Programs. Ms. Carmen Williams, Budget Manager, have reviewed the financial information.

- Commissioner Price asked Mrs. Caruthers if she had reviewed and approved the agreement as to form. Mrs. Caruthers responded in the affirmative.
- Commissioner Price moved and Judge Ken Molberg seconded to approve the Interlocal Agreement to provide dental services between TAMHSC on behalf of Texas A&M University College of Dentistry and the Dallas County Juvenile Department for the period January 1, 2019, through December 31, 2019. The motion passed unanimously.

F. Memorandum of Understanding between POETIC and Dallas County Juvenile Department

Mr. Beatty gave an overview of the POETIC program and then respectfully asked the Board to approve the Juvenile Department's MOU with POETIC from December 1, 2018, to November 30, 2019.

- Commissioner Price moved and Judge Plumlee seconded to approve the MOU between POETIC and the DCJD. The motion passed unanimously.

G. Ratification of Techshare.Juvenile and Juvenile Case Management System-Basic: 2019 Resource Sharing Addendum - Tentative

Mr. Beatty informed the Board that as of November 21, 2018, Dallas County had not received the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum from the Texas Conference of Urban Counties (CUC). The TechShare.Juvenile and Juvenile Case Management System - Basic 2018 Resource Sharing Addendum will expire on December 31, 2018. He stated the project is ongoing and the anticipated effective date is from January 1, 2019 through December 31, 2019. Mr. Beatty requested the Juvenile Board approve the Chairman of the Juvenile Board to sign the TechShare.Juvenile and Juvenile Case Management System - Basic 2019 Resource Sharing Addendum.

H. Juvenile Processing Offices – Dallas Independent School District Police Department, Duncanville Independent School District Police Department, and Grand Prairie Police Department

Mr. Beatty requested the Board approve the listed Processing Offices and approved rooms. He highlighted and explained the demographics presented in the packet. In addition, he requested that the Board decertify previously approved offices for the Dallas Independent School District Police Department, Holding Room A&B, Report Room, and Shift Briefing Room located at 1402 Seegar Street, Dallas, Texas 75215, effective December 31, 2018.

- Judge Smith moved and Commissioner Price seconded to approve the Juvenile Processing offices for Dallas Independent School District Police Department, Duncanville Independent School District Police Department and Grand Prairie Police Department. Additionally the Board approved to decertify previously approved offices for the DISD Police Department, Holding Room A&B, Report Room, and Shift Briefing Room located at 1402 Seegar St., Dallas, Texas 75215, effective December 31, 2018. The motion passed unanimously.

I. Release a Request for Proposals (RFP) for new FY2019 Residential Services Contracts

Mr. Beatty stated the purpose of this request is to secure Juvenile Board approval to release the RFP for new residential services contracts for FY2019. If approved, this action will afford the Department greater options and a wider array of residential treatment services for youth. He stated Contract Services, using standard language required by the Juvenile and Purchasing Departments developed the RFP. The RFP has been submitted to the Purchasing Department for content approval. Ms. Denika Caruthers, Administrative Legal Advisor for the Juvenile Department has approved the document as to form; the RFP is included in the brief as Attachment One.

- Commissioner Price requested the Department take a closer look at Placement for outside residential treatment facilities as opposed to what is happening in-house. Judge Shannon assured Commissioner Price that the Department attempts to place youth within the Department's facilities first, but there are times when that is not an option for various reasons.
- Mr. Beatty responded to the concerns of the Board by assuring them that the Department has already taken measures to ensure that the open beds within our facilities are considered first. He added that sometimes there are mitigating factors that cause the Department to seek outside placement and services. Judge Shannon requested the Department began documenting why outside placement was the best option as opposed to using local facilities. She stated the reports can be used in terms of a review.
- Commissioner Price moved and Judge Molberg seconded to approve the RFP for new FY2019 Residential Services Contracts. The motion passed unanimously.

J. Memorandum of Understanding Renewal between Gulf Coast Trades Center, Workforce Development Grant and Dallas County Juvenile Department

Mr. Beatty requested the Juvenile Board's approval to continue the MOU between GCTC and the Juvenile Department, which will allow seventeen (17) Dallas County youth to carryover from FY2018 and six (6) new Dallas County youth, in residential placement at GCTC, to enroll in the Workforce Innovation and Opportunity Act (WIOA), Title I, Out of School Youth Program during FY2019. He stated that beginning January 1, 2019, through September 30, 2019, the per diem will be adjusted to \$162.30 for each youth in residential placement at the facility. Thus, beginning January 1, 2019,

beginning January 1, 2019, through September 30, 2019, the per diem will be adjusted to \$162.30 for each youth in residential placement at the facility. Thus, beginning January 1, 2019, through the MOU, Workforce Solutions Greater Dallas will pay \$81.15 (50%) of the daily placement cost for each of the twenty-three (23) Dallas County youth participating in the grant program at GCTC. The Juvenile Department will be responsible for the remaining \$81.15 (50%) of the daily placement cost for those youth. He stated the MOU between Dallas County Juvenile Department and Gulf Coast Trades Center was developed by Contract Services and 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 MOU document is included in this briefing as Attachment One.

- Commissioner Price moved and Judge Plumlee seconded to approve the MOU Renewal between GCTC Workforce Development Grand and Dallas County Juvenile Department. The motion passed unanimously.

#### K. Interlocal Agreement with La Academia de Estrellas Charter School and JJAEP

Mr. Beatty gave a brief overview of the request stating La Academia is a charter school located in Dallas. It serves approximately 1,048 students in grades preschool to grade 8. La Academia would like to contract with the Juvenile Justice Alternative Education Program (JJAEP) to provide educational services. For the period beginning December 1, 2018, and ending May 31, 2019, JJAEP agrees to provide services described in the brief for eligible student(s) requiring a discipline alternative education placement who are students of La Academia. He stated all mandatory students will be paid for by TJJD and the daily rate for all discretionary students is \$115.00 per student for each day in attendance.

- Commissioner Price wanted to know the anticipated number of student who might be referred to JJAEP. Mrs. Karen Ramos, Deputy Director of Education Services replied that the Principal of La Academia de Estrellas Charter School stated that in the last two years she has had one student referral per year.
- Commissioner Price moved and Judge Plumlee seconded to approve the Interlocal agreement with La Academia e Estrellas Charter School and JJAEP. The motion passed unanimously.

#### L. December Juvenile Board Meeting and Location (If deemed necessary)

- Commissioner Price moved and Judge Plumlee second to approve that is it not necessary for the Dallas County Juvenile Board to meet during the month of December. The motion passed unanimously.

#### M. Juvenile Board 2019 Meeting Schedule and Calendar

Mr. Beatty respectfully requested that the Juvenile Board approve the 2019 Juvenile Board meeting schedule. Additionally, the Department respectfully requests to alter the meeting locations (with 7 days' notice) if deemed necessary for facility/program certification(s).

- Commissioner Price thanked the Board for their commitment to attending the meetings and suggested that each one carefully evaluate their calendars to ensure that there is always a quorum present at each meeting. He also mentioned that it is mandatory for each facility is mandated to be inspected and approved on a yearly basis. Judge Shannon asked the Board members to ensure that any new members coming to the Board be informed prior to election of the meeting dates, times, and location so that they have an opportunity to adjust their schedules accordingly.
- Commissioner Price moved and Judge Smith seconded to approve the 2019 Juvenile Board meeting schedule and calendar. The motion passed unanimously.

N. Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee#55649

- Matter to be discussed during closed session.
- Commissioner Price moved and Judge Plumlee seconded to recess as DCJB. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to convene and the Academy for Academic Excellence (AAE). The motion passed unanimously.

### **VII Discussion Items – Charter School**

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

Mr. Beatty stated that each campus had Parent Teacher Conference and Title I Parent Night in the month of October. He explained that Title I meetings are required by all districts that receive this particular funding to explain to the parents how funding is allocated by the school. Mr. Beatty stated that as of October 26, 2018 there are 505 students enrolled on the combined campuses.

- There were no comments for this Item.

### **VIII Action Items – Charter School**

P. Memorandum of Understanding with AAE and Bill J. Priest

Mr. Beatty gave an overview of the MOU with AAE and Bill J. Priest: DCCCD. He highlighted that the goal of the agreement is to provide instruction in a variety of courses for the enhancement of workplace job skills. The program's aim is to provide students with skills to increase their employability once discharged from placement. AAE is proposing the second semester (Spring 2019) through the end of the first semester (Fall 2019) class "Introduction to Welding Class", in collaboration with Bill J. Priest, DCCCD which is recognized for their commitment to workforce training and services, small business development and career services. He added the program's aim is to provide students with skills to increase their employability once discharged from placement. Mr. Beatty respectfully requested the Board approve the MOU between DJCD on behalf of the AAE and Bill J. Priest, DCCCD for the operation of the welding class.

- Judge Shannon wanted to know if the Department is requiring the parents of the youths participating in the welding program sign a release of liability form. Ms. Caruthers answered in the affirmative.
- Judge Molberg moved and Commissioner Price seconded to approve the MOU between AAE and Bill J. Priest, DCCCD for the operation of the welding class. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee seconded to adjourn as the AAE Board. The motion passed unanimously.
- Commissioner Price moved and Judge Plumlee moved to reconvene as the DCJB. The motion passed unanimously.



**Executive Session – Juvenile Department**

Judge Shannon stated there were matters for the Executive Session for purposes permitted by Chapter 551, Open Meetings. Texas Government Code, Section 551.071 through Section 551.076. Subjects **Litigation, Personnel, Security, Contract**. She then called the meeting into closed session and dismissed the audience at 1:00 pm.

- Judge Shannon call the DCJB back into session at 1:03 pm, stating the Board did not discuss any matters that they were not permitted to discuss and that they only discussed the matters as posted.
- Judge Shannon entertained a motion on Item N. Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #55649 Duties of Appointment
- Commissioner Price moved and Judge Plumlee seconded to approve the Personnel: Deliberate Employee #55649 Duties of Appointment.
- Judge Shannon stated there were no more matters to be discussed by the DCJB, and entertained a motion to adjourn.
- Judge Smith moved and Judge Amber Givens-Davis seconded to adjourn as the Dallas County Juvenile Board. The motion passed unanimously.
- Judge Ken Molberg announced that this would be his last Juvenile Board meeting.
- Meeting adjourned at 1:04 pm.



**PUBLIC  
COMMENT  
III.**



**DISCUSSION  
ITEMS  
IV.**



**DISCUSSION**

**ITEM**

**A.**

**DALLAS COUNTY JUVENILE DEPARTMENT  
DIRECTOR'S REPORT  
DECEMBER 2018**

The Juvenile Department recognized outstanding departmental employees for Year 2018. The Department also recognized the Director's Award for 2018, for the following staff:

- Probation Services Division– Amanda Brooks (District 2)
- Educational Services Division – Michelle Sims (JJAEP)
- Administrative/Executive/Contract Services Division– Diwani Lewis (Contract Services)
- Institutional Services Division – Charlotte Edney (Detention)
- Clinical Services – Tiffany Romer (Psychology)
- DCJD Employee of the Year:** Arnaldo Pellot (District 9)
- DCJD Directors Award:** La'Jauana Jackson (District 8)

**PROBATION SERVICES DIVISION**

Ms. La'Jauana Jackson was not only recognized for the 2018 Director's Award but she was also recognized as the Dallas County Employee of the year for Courts and Justice Administration at Commissioners Court.

**Community Service Restitution (CSR) Update:**

Throughout the month, one hundred and seventy-five (175) youth completed one thousand and sixty-eight (1,068) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated supervised community service restitution projects at the Chocolate Mint Foundation, the African American Museum and Friendly West Manhood Boot Camp, which resulted in the completion of three hundred and forty-four (344) CSR hours by fifty-one (51) youth during these events.

For the calendar year 2018, one thousand, nine hundred and fifty-eight (1,958) youth completed twenty-one thousand five hundred and ninety-nine (21,599) CSR hours.

**PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred **99** youth for psychiatric services during the month. A total of **96** psychiatric consultations were performed with **66** of those being follow-ups. Of the **33** initial psychiatric consultations performed: **21** resulted in no medication being prescribed, **0** had already been prescribed psychotropic medications and continued those, **0** youth were already prescribed psychotropic medication and the medication was discontinued, **9** were started on medication, and **3** youth refused evaluation.

**INSTITUTIONAL SERVICES DIVISION**

**DETENTION CENTER**

**Program News and Updates:**

On December 13, Detention had their Christmas Breakfast Celebration, the gym was filled with children laughing, excitement and gratitude, Christmas music and hash browns sausage-egg-and-cheese casseroles! This year, we added a new component. Three guests were invited to share words of encouragement and stories of being troubled youth and their life changes. The testimonies brought pause to the room and hope for transformation. Eighty boys received an autographed copy of Speaker and Author Gene Mosley's book. The best part was that the guest speakers spent time at the breakfast tables talking with the boys.

After the Christmas Breakfast, the celebration continued with a Whataburger Lunch, Church's Chicken Dinner and an afternoon of Cookies and Ice Cream.

<b>DETENTION</b>			
<b>DETENTION</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Admissions	249	241	2818
Releases	272	226	2790
ADP	208	203	191
Detention Hearings	511	439	5890
TJJD/Placement Trips	18	10	118
Local trips	54	76	844
Youth transported	73	68	765
<b>STARS</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
Admissions	3	2	41
Releases	5	6	43
Successful	5	6	39
Unsuccessful	0	0	4
Administrative	0	0	0
ADP	35	33	36

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

Our special guests included Dr. Brian Williams of PHHS, Dallas County Commissioner J.J. Koch, guest speakers McArthur Glaze, Gene Mosley, and Seneca Wills; and our new Director and Assistant Director, Darryl Beatty and Sheryl Eagleton.

Special thanks to the Youth Advisory Board, our caterer So Savvy Events, and donors Kristi Caplan, DJ Chris Marshall and his wife Tiffany; Brian Williams Foundation, Lindsey Bowden, ALERT Ministries, Billy Ray Sanders and the 70 volunteers who joined us. Special shout out to Commissioner John Wiley Price who never stops giving.

**Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours November:** Volunteers: **120**, Total Hours: 423

Dallas County HHS Screening: 0 residents

**Movie Nights:** Let There be Light  
Revelation Road

**MARZELLE C. HILL TRANSITION CENTER**

**Program and Residents Activities:** Resident participated in the Christmas Decoration contest. The theme selected by the residents was a "Jammin' Holiday" with the walls of the main floor decorated with a popular Christmas carol. Residents also attended a Christmas breakfast put on by hundreds of volunteers and received a Christmas gift bag. Also for the holidays, the residents were treated to a Whataburger lunch and a Church's Chicken dinner.

HILL CENTER			
	NOV	DEC	YTD
Admissions	24	17	379
ADP	16	16	32
Releases	17	20	399
Total Youth Served	34	33	412

**Program Updates:** Groups this month focused on healthy competition through various educational competitions. Jeopardy, word searches, cross word puzzles, Black History/American History trivia were subjects JSOs focused on to get the residents excited about competing. During all of the competitions, the residents were learning how to control their anger as well as motivate their teammates. In continuing with our dorm of the month contest, Dorm 4 won.

**Volunteer Services:** 6 groups consisting of 20 individuals provided a total of 40 hours of service. This does not include the Christmas breakfast celebration.

**MEDLOCK CENTER**

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

MEDLOCK CENTER			
RTC	NOV	DEC	YTD
Admissions	9	8	134
Released	11	11	140
Successful	10	9	123
Unsuccessful	1	2	14
Administrative	0	0	3
ADP	39	37	54
Total Youth Served	49	46	175

**Life Skills:** Residents learned how to maintain better health, hygiene, independent living and employment which can be used once released from the program.

**Recreational Activities:** Residents participated in large-muscle activities consisting of push-ups, sit-ups and outside recreation.

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

Volunteer Groups:

Eighteen (18) volunteers provided a total of 30 volunteer hours.

- **Potter's House:** Chapel service, Bible study and religious activities with voluntary participation.

- **Life Quest Essentials:** Chapel services, Bible study and religious activities with voluntary participation.
- **Pleasant Valley Baptist Church:** Chapel services, Bible study and religious activities with voluntary participation.
- **Let's Get It Fitness:** Various exercise activities.
- **Big Thought Program:** A Poetry artist is mentoring residents from 1PM - 5PM on Sundays.

**New Initiatives:**

- December 5: Ms. Jeanette Medina (USDA Analyst) was here to observe Medlock/Youth Village Food Service Staff. Everything went well, no concerns.
- December 5: Mr. Allen Wallace (TJJD Ombudsman) was here for his quarterly unannounced visit.
- December 15: Medlock had their "Holiday Dinner" for the residents, provided by Youth With Faces.
- December 20: Medlock/Youth Village Administration provided all staff from both campuses with breakfast. Chili Dogs were provided to the 2-10 PM shift for both campuses.
- December 20: Dallas Symphony delighted the residents with Christmas musicals.
- December 21: Dorm 6 had Adopt-A-Dorm in the multi-purpose room from Gospel Temple Church.
- December 25: Residents received a dorm box which contained sweaters, board games, socks, and card games provided by YSAB.
- December 25: Christmas visitation was from 8AM-11AM for all residents.

**Medical:** The Parkland Nurse Practitioner saw a total of 13 residents for sick call. There were a total of 10 transports by Medlock Staff, as follows:

- Sick call: 13 residents were seen on-site by the Parkland Physician Assistant.
- JDC Dental: Four (4) transports with a total of 16 residents seen.
- Court: One (1) transport for a total of 1 resident taken to his court date appointment.
- Private Dental Care: One (1) transports with a total of 1 resident seen.
- Emergencies: One (1) transport with a total of one resident taken to Parkland Hospital for psychiatric evaluation, upon release from hospital resident was taken to JDC on a W-2.
- Parkland Clinic: Two (2) transports with a total of two (2) residents taken to their clinic appointment.

**Training:**

- Medlock (All Shifts) completed First Aid/CPR Training. Staff needing hours for re-certification completed their missing trainings by completing webinars and cross-trainings.

**YOUTH VILLAGE**

**Drug Intervention:** Class is designed to provide up-to-date information for effective prevention while addressing risk and protective related factors related to Substance Abuse Class; facilitated by Drug-Counselor Terri Flower, from SAU Unit. Groups rotate weekly.

**Social Skills/Thinking Errors:** Residents' incentive plans and behaviors are addressed with 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. Groups rotate weekly.

**Anger Management:** Classes are facilitated by Youth Village Psychology staff. Residents actively participate by addressing issues that may have been motivated by anger. Residents are given different methods and tools regarding managing and controlling anger. Groups rotate weekly.

**Gang Intervention:** Youth are educated in prevention, intervention, and suppression strategies to increase the probability of success in any community. Prevention strategies target the risk of gang involvement and help reduce

YOUTH VILLAGE			
TOTAL	NOV	DEC	YTD
Admissions	11	10	114
Released	1	9	113
Successful	1	8	81
Unsuccessful	0	1	27
Administrative	0	0	5
ADP	47	52	43
Total Youth Served	53	62	166
YOUTHFUL OFFENDERS	NOV	DEC	YTD
Admissions	0	0	0
Releases	0	0	4
Successful	0	0	3
Unsuccessful	0	0	1
Administrative	0	0	0
ADP	0	0	2
Total Youth Served	0	0	4

the number of youth who might consider joining or continued membership in gangs. Class is facilitated by psychology staff.

**Family Training:** Assists and provides parents with tools to manage their child's behavior with strategies and techniques that are specifically suited to meeting families' needs. Youth are joined by parents to discuss issues and ways to resolve past issues.

**Creative Solutions/Big Thought:** Class engages youth through performing and visual arts. Program included a culminating theater event and art exhibit. Program also teaches skills associated with job and college readiness such as teamwork, decision-making, problem-solving, critical thinking and communications. Class is facilitated by assigned instructors employed by Big Thought.

**New initiatives:**

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 2<sup>nd</sup> and 4<sup>th</sup> Sundays for voluntary 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 1<sup>st</sup> and 3<sup>rd</sup> Mondays for residents who wish to attend.

**Let's Get It Fitness:** Fitness instructors Demetrius Glenn and Dhaki Bey discuss fitness and nutrition strategies in a group setting. They instruct the youth on healthy living habits and how to set fitness goals for life long success.

Volunteers:

Seventeen (17) volunteers on campus for the month with a total of 105 volunteer hours.

Enrichment Programs:

**Culinary Arts Program:** Students have hands-on training with professional chefs, learning to develop and prepare six complete meals, resulting in a certification that can be used on job applications and resumes. Course is instructed by Charles Plummer with Youth With Faces.

**PREP Program:** PREP stands for Patience, Responsibility, Empathy and Partnership – the principles at the core of this structured curriculum designed to benefit both teen and dog. Youth are assigned a shelter dog to train, increasing the animal's adoption potential and teaching the residents valuable life lessons. Course is instructed by Jane Davidson with Eureka Paws.

**Field Trips and Campus Events:**

**Top Ten:** Each Friday, ten (10) residents are recognized for outstanding behavior, participation in groups and maintaining high point sheets. The residents are rewarded with snacks and time in game room.

**Weekly:** A Resident of the Week is recognized for their exemplary behavior, school and program participation and overall improvement in targeting treatment goals.

December 5: Mr. Allen Wallace (TJJD Ombudsman) was at the facility for quarterly unannounced visit.

December 6: Culinary Arts residents received on-the-job training in area of preparation and service management. Selected Culinary Arts Youth Village residents serviced the Christmas dinner. Residents were compensated \$9 an hour.

December 10: Twelve (12) residents went to El Centro Junior College and were provided a tour of the Bill J. Priest Welding Program.

December 13: Nine (9) residents went to the African-American Museum; they were exposed to an education experience at the museum.



December 14: Children on the Mend, Inc., donated Dallas Mavericks tickets. Nine high level residents who demonstrated exemplary behavior and completed all required components of individualized program earned a trip to the game.

**Medical:**

- Sick call: 36 residents were seen on-site by the Parkland Nurse Practitioner and Nurse on duty saw 68 for sick call, for a total of 104.
- JDC Dental: Four (4) transports with a total of 15 residents seen.
- JDC Psych: Ten (10) residents were seen by the Psychology Division.

**LETOT CENTER**

**Community Initiatives:** The following schools were provided information regarding Letot Center services this month:

DISD - Jose May Elementary School, Edward H. Cary Middle School, Uplift Williams (Charter School), 9th – 12<sup>th</sup> grade.

Irving ISD - Bowie Junior High, Travis Middle School, MacArthur High School, Celestino Soto Elementary and L.G. Pinkston High School.

**Residential:** Health Screens – 17 Call Backs – 12 Doctor’s visits – 3

**Volunteer Services:** Faith-Based Volunteers: worship and religious study – 10 volunteers, 10 hours; Life Skills Volunteers: visiting and teaching - 14 volunteers, 10 hours; Special Events: Other – 0, for a total of 24 volunteers who provided 20 hours of volunteer service.

LETOT CENTER			
RESIDENTIAL	NOV	DEC	YTD
Admissions	13	17	191
Released	12	15	188
ADP	15	20	18
Total Youth Served	30	35	208
INTAKE ORIENTATION	NOV	DEC	YTD
Admissions	51	55	741
Releases	49	54	738
ADP	2	3	1
Total Youth Served	52	57	741

**Clinical Services:**

Residential Services: The clinical unit provided counseling to 24 residents who benefitted from 69 individual and 25 family sessions. In addition, the residents participated in 12 groups focusing on anger management, self-esteem, developing coping skills, emotional regulations, distress tolerance, and mindfulness, using CBT, DBT, and CBT trauma-informed care models. The family counseling was provided using Family Systems Theory, and concentrated on improving family communication and relationship building. As part of the clinical services, 110 consultations were provided to the case managers, JROs, and administration when requested. Although each department establishes their own relationships with the residents, the consultations ensured that there was continuity among the various programs while monitoring the mental health of the youth. The interdisciplinary treatment team was also a significant part of the continuity of care and treatment team meetings were held weekly in which each resident’s case was processed to evaluate progression toward goals and to discuss discharge plans. There were 4 staffings held this month allowing for the clinical, administrative, case management, and JRO staff to discuss approximately 20 residents weekly. In addition, 18 crisis interventions were needed at Letot Residential Services. These incidents ranged from stabilizing a resident after a difficult phone call from home to intervening to prevent an altercation between residents. One of the essential roles of the clinician was to maintain awareness of the residents’ difficulties in order to proactively manage potential emotional escalation. Clinicians checked on the youth through daily rounds, which allowed them to observe the residents and for information to be shared among the staff. Six referrals were made to the Department’s psychiatrist for further evaluation.

Non-Residential Services: After an individual is discharged from the Residential Program, they are referred to aftercare services provided in the Non-Residential Program. Also additional cases, which had been assessed by the Intake Department, if found inappropriate for the Residential Program are also referred to the Non-Residential Program. This Program provides continued case management and counseling services. Six families were referred to the clinical staff and were provided with 4 individual sessions; 3 family sessions resulted in six consultations with the case management staff. Using the best practices model, the individual and family counseling sessions were designed to improve and maintain the healthy functioning of the family.

**General Clinical Services:** The Letot Clinical Staff was also responsible for providing psychological screens to the Intake Department. Individuals whose scores were elevated on the general screening tool (MAYSI-2) or who had histories of mental health issues were referred to the clinician who then completed a more in-depth assessment to determine whether Letot had the programs best meeting the needs of the individual. The staff assessed 9 potential residents and made appropriate recommendations. Also, 3 in-depth psychological evaluations were completed for potential placement purposes. In addition, 3 Parent/Youth groups were held and were open to both the Residential and Non-Residential families. These groups have been very successful in providing support and psychoeducational information and have received positive reviews from the parents. Topics were presented in a didactic style and included communication, mindfulness, successful discipline, gratitude, and adolescent development. This month 60 participants attended the groups (3 Parents, 27 Youth, 2 Siblings/Others). In addition, the staff participated in 23 hours of clinical supervision.

**Facility Programs:** The residents participated in the Christmas Program on December 20, 2018.

**Field Trips:**

Every Wednesday all female residents attend "New Friends New Life", they participate in-group activities; dinner is also provided.

December 01: Residents went to the Reliant Light show.

December 02: Residents went of the Box of Blessings (Community Service) and had lunch at Chic-fi-la.

December 05: Residents went to North Dallas Church.

**LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS**

**Volunteer Groups:**

**Big Thought** - Residents are working on Arts and Crafts and made Thanksgiving note on "What I am thankful for".

**St. John Church (Mr. Charles)** - Residents participate in Bible study and religious activities voluntarily.

**Concord Baptist Church** - Residents participate in voluntary Bible study and religious activities on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday and on the 2<sup>nd</sup> and 3<sup>rd</sup> Sunday of the month.

**Planned Parenthood** – Met with the residents to discuss issues that teenagers have to deal with and solutions on how to deal with everyday pressures they face.

LETOT RTC			
RESIDENTIAL	NOV	DEC	YTD
Admissions	3	2	51
Released	4	2	35
ADP	34	31	26
Total Youth Served	36	34	67
LETOT RDT	NOV	DEC	YTD
Admissions	16	1	17
Releases	0	4	4
ADP	15	16	15
Total Youth Served	16	17	17

**Enrichment Programs: Culinary Arts Program:** The residents learn how to make cinnamon rolls from scratch. They are still learning how to properly set tables with silverware and proper serving techniques. They are still tasked with working through every detail of cooking, from knowing the ingredients needed, to writing the recipe, cooking and serving the meal. They meet with their instructors on Mondays, Tuesdays, Thursdays and Fridays during the school year.

**POETIC** - Residents on levels 4 and 5 participated in the after-care program on Monday and Wednesday. The program offers daily programming with education, creative arts, employment readiness, life skills, therapy, mentorship, and case-management.

**Facility Programs** – The residents participated in the Christmas Program, they wrote poetry and the facility was introduced to the Letot RTC Choir.

**Field Trips:**

December 27: Residents that were on Level 4 and 5 (a total of 15) went to the Movies to see "Bumblebee" and had lunch at McDonald's.

**Clinical Services:**

All 32 residents received individual therapy (approximately 109 hours). Family therapy was offered to all families. Therapists provided family therapy to 24 families (approximately 43 client-contact hours) and 6 parents received parent therapy (5 client-contact hours). The clinical team provided parent group to 18 families (approximately 6 client-contact hours). The clinical Team also provided crisis intervention (approximately 18 client-contact hours) and clinic rounds (approximately 79 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 37 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Five My Life My Choice groups were provided to teach youth about substance abuse, self-esteem, healthy relationships, and health. Art is a therapeutic modality that encourages expression through the use of art materials. Clinicians conducted ten art groups this month, which primarily focused on open studio, developing self-awareness of mood and needs, making choices based on inner state and needs, and using art as a coping skill. Youth were also provided an option to make a holiday ornament for their family. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Twelve coping skills group were provided and focused on an introduction to DBT, mindfulness, and dealing with intense emotions effectively. 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. Eleven girl empowerment groups focused on self-esteem, Communications, and supportive relationships. Ten meditation groups were provided for the girls to engage in mindfulness, self-reflection, and emotional regulation. In addition, two process groups were offered to residents to address interpersonal relationships, conflict resolution, problem solving, and communications skills.

Substance Abuse Unit provided seven drug education groups to a total of four residents.

**Psychiatric Services:** Three youth were referred to the psychiatrist to address mental health needs, which were primarily focused on complaints of fluctuating moods, irritable moods, sad mood, and impulsivity.

**Clinical Services RDT:**

All 17 Residents received individual therapy (approximately 80 hours). Family therapy was offered to all families. Therapists provided family therapy to 12 families (approximately 13 client-contact hours). Counselors provided parent group to 9 families (8 hours). The clinical supervisor also provided crisis intervention (approximately 8 client-contact hours) and clinical rounds (approximately 10 client contact hours). Clinical rounds consist of the clinical supervisor checking in with the youth who need added support throughout the day. The counselors also provided daily check-in groups with the youth to discuss any treatment issues or conflict on the dorm with peers and staff to facilitate effective interpersonal relationships, conflict resolution, problem-solving, and communication skills.

The Letot Substance Abuse Programs provided daily substance abuse services through chemical dependency process groups, daily check-in groups, and written treatment assignments. Twenty-four (24) Chemical Dependency Process Groups were provided to teach youth about substance abuse issues, which included topics such as goals and values, stages of change and the addiction cycle, emotional, physical, and cognitive development cost of drug use, and the disease concept and phases of addiction. In addition, the counselors conducted 14 Big Group sessions that focused on substance abuse topics of the week through the use of videos/movies, and formal presentations, which consisted of the group functioning cohesively while learning and processing information regarding substance use.

**Psychiatric Services:** Two youth were referred to the psychiatrist to address mental health needs, which were primarily focused on complaints of their medication not working effectively.

**Medical Services:** Health Screens – 3, Call Backs – 0, Doctor's visits – 36.

**Volunteer Hours:** We had 20 volunteers and a total of 47 hours volunteered.

## December 2018 Referrals

	Alleged Delinquent Behavior											Alleged CINS Behavior											Other Referrals				All Referrals																														
	Total Felony											Total Delinquent											Violation of Court Order											Total CINS											Total Other				Total								
	Felonies											Class A & B Misdemeanors											Status Only											Other than Status Only											Contract Detention				Crisis Intervention				Other Administrative				
	Homicide	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Sexual Assault	Assaultive	Other Property	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Misd	Contempt of Magistrate	Truancy	Runaway	Alt. Ed. Expulsion	Property (Was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Contract Detention	Crisis Intervention	Other Administrative	Male	Female																							
Male	1	15	15	20	0	7	21	3	16	5	12	115	85%	6	37	14	12	36	38	0	258	78%	55	80%	0	19	0	0	0	0	0	0	0	16	80%	362	72%																				
Female	0	0	1	8	0	2	3	1	3	0	2	20	15%	0	18	9	8	7	12	0	74	22%	9	14%	0	31	0	0	0	0	0	0	1	4	20%	141	28%																				
												<b>135</b>									<b>332</b>			<b>64</b>											<b>87</b>		<b>503</b>																				
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	2	0%																		
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%																	
Black	1	9	9	12	0	2	13	2	1	2	4	55	41%	1	28	11	9	14	21	0	139	42%	35	55%	0	20	0	0	0	0	0	0	1	9	45%	221	44%																				
Hispanic	0	4	6	14	0	4	9	2	14	2	8	63	47%	3	20	3	7	18	19	0	133	40%	24	38%	0	22	0	0	0	0	0	0	1	4	20%	198	39%																				
White	0	2	1	2	0	3	2	0	4	1	2	17	13%	2	7	8	4	10	10	0	58	17%	3	5%	0	8	0	0	0	0	0	0	4	12	14%	7	0	7	35%	80	16%																
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%																	
												<b>135</b>									<b>332</b>			<b>64</b>												<b>87</b>		<b>503</b>																			
10 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	0%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%																	
11 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	3	0	1	1	0	0	6	2%	0	0%	0	0	0	0	0	0	0	0	0	1	0	0	1	5%	7	1%																	
12 Years Old	0	0	0	2	0	2	1	0	1	0	1	7	5%	0	5	0	2	3	0	0	17	5%	1	2%	0	5	0	0	0	0	0	0	0	0	1	0	0	1	5%	30	6%																
13 Years Old	0	3	0	2	0	2	2	2	1	0	2	14	10%	0	11	0	0	6	2	0	33	10%	3	5%	0	2	0	0	0	0	0	0	0	1	0	0	1	5%	47	9%																	
14 Years Old	0	3	5	3	0	1	4	0	4	3	4	27	20%	1	10	5	3	11	8	0	65	20%	6	9%	0	13	0	0	0	0	0	0	2	3	15%	101	20%																				
15 Years Old	1	2	3	6	0	3	9	1	6	1	4	36	27%	2	13	8	5	11	19	0	94	28%	13	20%	0	15	0	0	0	0	0	0	0	5	0	0	5	25%	134	27%																	
16 Years Old	0	1	8	10	0	1	7	1	7	1	2	38	28%	2	13	9	10	11	18	0	101	30%	28	44%	0	13	0	0	0	0	0	0	0	5	0	0	5	25%	148	29%																	
17+ Years Old	0	6	0	3	0	0	1	0	0	0	1	11	8%	1	0	1	1	1	0	0	15	5%	13	20%	0	2	0	0	0	0	0	0	4	0	0	4	20%	35	7%																		
												<b>135</b>								<b>332</b>			<b>64</b>											<b>87</b>		<b>503</b>																					

485 youth accounted for the 503 total referrals.

## December 2018 Detentions

	Alleged Delinquent Behavior																		Alleged CINS Behavior									Other Detentions				Total Detentions																																		
	Felonies									Total Felony									Class A & B Misdemeanors									Total Delinquent					Violation of Court Order				Status Only									Total CINS				Other Detentions																
	Sexual Assault	Robbery	Assaultive	Other Violent	Burglary	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Felony	Sexual Assault	Robbery	Assaultive	Theft	Other Property	Drug Offenses	Weapons Offenses	Other Misd	Contempt of Magistrate	Truancy	Runaway	Alt. Ed. Expulsion	Property (Was Theft)	Disorderly Conduct	Drugs	Liquor Laws	Sex Offenses	Other CINS	Contract Detention	Crisis Intervention	Other Administrative		Total	Percentage	Total	Percentage	Total	Percentage	Total	Percentage	Total	Percentage																								
Male	0	8	11	10	0	6	13	2	5	2	9	66	80%	3	26	5	7	15	16	0	138	77%	35	83%	0	1	0	0	0	0	0	0	0	0	1	100%	15	0	1	16	84%	190	79%																							
Female	0	1	1	5	0	3	3	1	2	0	1	17	20%	0	11	1	5	3	4	0	41	23%	7	17%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	3	0	3	16%	51	21%																				
	83																		179				42				1									19				241																										
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%	1	2%	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%	1	0%
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0%	1	0%					
Black	0	6	7	6	0	2	9	2	0	0	3	35	42%	1	19	4	5	8	12	0	84	47%	20	48%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	8	0	8	42%	112	46%																				
Hispanic	0	3	5	8	0	4	7	1	7	1	6	42	51%	2	15	1	6	8	4	0	78	44%	18	43%	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100%	3	0	1	4	21%	101	42%																		
White	0	0	0	1	0	3	0	0	0	1	1	6	7%	0	3	1	1	1	4	0	16	9%	3	7%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	7	0	7	37%	26	11%																				
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	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0%	19	0%
	83																		179				42				1									19				241																										
10 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	0	0	0	0	1	1%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0	0%	0	0	0	0	0	0	0	0	0	0	0%	1	0%	
11 Years Old	0	0	0	1	0	0	0	0	0	0	0	1	1%	0	0	0	1	1	0	0	3	2%	0	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	0	1	5%	4	2%																			
12 Years Old	0	0	0	0	0	1	1	0	0	0	1	3	4%	0	3	0	0	0	1	0	7	4%	1	2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	0	1	5%	9	4%																			
13 Years Old	0	3	0	1	0	3	1	2	0	0	1	11	13%	0	8	0	0	2	0	0	21	12%	2	5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	0	1	5%	24	10%																			
14 Years Old	0	3	4	3	0	2	3	0	1	1	4	21	25%	1	8	2	3	7	3	0	45	25%	5	12%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	1	0	1	2	11%	52	22%																	
15 Years Old	0	1	2	4	0	1	6	1	3	0	3	21	25%	1	9	2	2	1	8	0	44	25%	10	24%	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100%	5	0	5	26%	60	25%																		
16 Years Old	0	0	5	4	0	1	4	0	3	1	0	18	22%	1	8	2	6	7	8	0	50	28%	18	43%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	5	0	5	26%	73	30%																	
17+ Years Old	0	2	1	1	0	1	1	0	0	0	1	7	8%	0	1	0	0	0	0	0	8	4%	6	14%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%	4	0	4	21%	18	7%																			
	83																		179				42				1									19				241																										

238 youth accounted for the 241 total detentions.

**DALLAS COUNTY JUVENILE DEPARTMENT  
DIRECTOR'S REPORT  
NOVEMBER 2018**

The Juvenile Department recognized outstanding employee for November: Wavelon Moore-Jones (Placement).

**PROBATION SERVICES DIVISION**

The Diversion Male Court (DMC) had twelve (12) youth graduate from the program after six months of programming. DMC has graduated 229 youth from the program since its establishment in February 2013 with only a 6.6% recidivism rate.

**Community Service Restitution (CSR) Update:**

Throughout the month, one hundred and eighty-two (182) youth completed eight hundred and thirty (830) Court-Ordered CSR hours at various approved CSR sites in Dallas County. The CSR Coordinator facilitated supervised community service restitution projects at the Chocolate Mint Foundation, Hunger Buster, and Love in Motion, which resulted in the completion of one hundred and twelve (112) CSR hours by thirty-nine (39) youth during these events.

**PSYCHOLOGICAL SERVICES AND SUBSTANCE ABUSE DIVISION**

Psychology staff referred **60** youth for psychiatric services during the month. A total of **60** psychiatric consultations were performed with **32** of those being follow-ups. Of the **28** initial psychiatric consultations performed: **14** resulted in no medication being prescribed, **0** had already been prescribed psychotropic medications and continued those, **0** youth were already prescribed psychotropic medication and the medication was discontinued, **13** were started on medication, and **1** youth refused evaluation.

**INSTITUTIONAL SERVICES DIVISION**

**DETENTION CENTER**

**Program News and Updates:**

All of the residents in the building enjoyed the 8<sup>th</sup> Annual Thanksgiving Meal of HOPE sponsored by ALERT Ministries. Although it was another year of delectable foods catered by So Savvy Events and one-on-one attention from the volunteers, this year's event had a very special touch, fresh flowers!

Abundant Flowers in Melissa, Texas; donated 18 beautiful arrangements of sunflowers, white roses, and orange poppies and other lovely flowers and table coverings with words of encouragement for each table. The owner not only donated the arrangements, but she drove to Dallas to set up the tables. The residents were overwhelmed. They also appeared to enjoy the opportunity to stand before the crowded room and express gratitude on behalf of their peers. One resident said, "This feels like home. Not my home, but what home should feel like." We are extremely grateful for the love, care and intent that Ms. Christina McKenzie, founder of ALERT Ministries puts into each Thanksgiving Meal of HOPE.

**Volunteer Programs and Residents Activity:**

**Total Volunteer/Hours November:** Volunteers: **118**, Total Hours: **335**

Dallas County HHS Screening: 9 residents

**Movie Nights:** The Blind Side  
The Ultimate Gift

<b>DETENTION</b>			
<b>DETENTION</b>	<b>OCT</b>	<b>NOV</b>	<b>YTD</b>
Admissions	279	249	2577
Releases	281	272	2564
ADP	213	208	190
Detention Hearings	598	511	5451
TJJD/Placement Trips	9	18	108
Local trips	65	54	768
Youth transported	66	73	697
<b>STARS</b>	<b>OCT</b>	<b>NOV</b>	<b>YTD</b>
Admissions	6	3	39
Releases	1	5	37
Successful	1	5	33
Unsuccessful	0	0	4
Administrative	0	0	0
ADP	35	35	36

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

**MARZELLE C. HILL TRANSITION CENTER**

**Program and Residents Activities:** With an emphasis on being a positive role model, the JSOs and supervisors were challenged to conduct groups that focused on decision-making, and making healthier lifestyle choice with male residents. The response from the residents and staff has been overwhelmingly positive. These focus groups will continue.

HILL CENTER			
	OCT	NOV	YTD
Admissions	20	24	359
ADP	22	16	34
Releases	41	17	378
Total Youth Served	51	34	395

**Program Updates:** JSO staff and Supervisors have implemented the Jump Off and Check In to every operational shift in an effort to get residents to open up and use coping skills. A resident can also call on any staff that is present to "check in" and rate how they are feeling at that time. These tools have been very effective in helping residents manage their behaviors and emotions as well as helping staff understand and engage the residents aside from their responsibilities in behavior management.

**Volunteer Services:** 6 groups consisting of 20 individuals provided a total of 40 hours of service.

**MEDLOCK CENTER**

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

MEDLOCK CENTER			
RTC	OCT	NOV	YTD
Admissions	7	9	126
Released	20	11	129
Successful	20	10	114
Unsuccessful	0	1	12
Administrative	0	0	3
ADP	48	39	55
Total Youth Served	60	49	167

**Life Skills:** Residents learned how to maintain better health, hygiene, independent living and employment which can be utilized once released from the program.

**Recreational Activities:** Residents participated in large-muscle activities consisting of push-ups, sit-ups and outside recreation.

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

Volunteer Groups:

Seven (7) volunteers provided a total of 5 volunteer hours.

- **Potter's House:** Chapel service, Bible study and religious activities with voluntary participation.
- **Life Quest Essentials:** Chapel services, Bible study and religious activities with voluntary participation.
- **Pleasant Valley Baptist Church:** Chapel services, Bible study and religious activities with voluntary participation.
- **Let's Get It Fitness:** Various exercise activities.
- **One Heart Program:** Mentored four (4) residents this month.
- **Art Therapy:** Painting and other art activities. Residents also participated in the "Wall of Fame" painting located in the multipurpose room.
- **Big Thought Program:** A Poetry artist is mentoring residents from 1PM - 5PM on Sundays.

**New Initiatives:**

- November 3: Bill Glass was onsite for "Behind the Walls" event.
- November 7: Ms. Alaman, one of the Teachers, provided twenty residents with a Dairy Queen Meal for passing the Social Studies Post Test.
- November 8: Colonial Life was onsite for staff to enroll or make changes to their policy.
- November 12: Mr. Miranda provided four residents with a McDonald's meal for being A Honor Roll.
- November 14: Education served pizza and juice to the residents that were on the A/B Honor Roll.
- November 16: The Health Inspector inspected both Medlock/YV kitchens; there were no areas of concern.
- November 22: "Thanksgiving Visitation" was held from 8-11am. The residents were provide with rotisserie chicken and honey buns along with a Thanksgiving Dinner Tray, provided by the county.

**Medical:** The Parkland Nurse Practitioner saw a total of 17 residents for sick call. There were a total of 7 transports by Medlock Staff, as follows:

- Sick call: 17 residents were seen on-site by the Parkland Physician Assistant.
- JDC Dental: Three (3) transports completed with a total of 12 residents seen.
- Court: One (1) transport completed for a total of 1 resident taken to his court date appointment.
- Private Dental Care: Two (2) transports completed with a total of 2 residents seen.
- Emergencies: One (1) residents was transported to get emergency medical care for thumb evaluation. The youth was released same day with no restrictions.

**Training:**

- Handle With Care – Physical/Verbal training for the month.
- Medlock AM/PM Shifts completed PREA Training. The staff needed hours for Texas Juvenile Justice Department (TJJD) re-certification, webinars, and cross-trainings.

**YOUTH VILLAGE**

**Drug Intervention:** Class provides up-to-date information for effective prevention while addressing risk and protective factors related to Substance Abuse Class; facilitated by Drug-Counselor Terri Flower, from SAU Unit. Groups rotate weekly.

**Social Skills/Thinking Errors:** Residents' incentive plans and behaviors are addressed with 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. Groups rotate weekly.

**Anger Management:** Classes are facilitated by Youth Village Psychology staff. Residents address issues that may have been motivated by anger. Residents are given different methods and tools regarding managing and controlling anger. Groups rotate weekly.

**Gang Intervention:** Youth are educated in prevention, intervention, and suppression strategies to increase the probability of success in any community. Prevention strategies target the risk of gang involvement and help reduce the number of youth who might consider joining or continued membership in gangs. Class is facilitated by psychology staff.

**Family Training:** Assists and provides parents with tools to manage their child's behavior with strategies and techniques that are specifically suited to meeting families' needs. Youth are joined by parents to discuss issues and ways to resolve past issues.

**Creative Solutions/Big Thought:** Class engages youth through performing and visual arts. Program included a theater event and art exhibit. Program also teaches skills associated with job and college readiness such as teamwork, decision-making, problem-solving, critical thinking and communications. Class is facilitated by assigned instructors employed by Big Thought.

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 2<sup>nd</sup> and 4<sup>th</sup> Sundays for Bible-based study group. Discussion also includes anger management and coping strategies for overall success.

YOUTH VILLAGE			
TOTAL	Oct	NOV	YTD
Admissions	12	11	104
Released	9	1	104
Successful	9	1	73
Unsuccessful	0	0	26
Administrative	0	0	5
ADP	40	47	43
Total Youth Served	51	53	156
YOUTHFUL OFFENDERS	OCT	NOV	YTD
Admissions	0	0	0
Releases	0	0	4
Successful	0	0	3
Unsuccessful	0	0	1
Administrative	0	0	0
ADP	0	0	2
Total Youth Served	0	0	4



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

**Let's Get It Fitness:** Fitness instructors Demetrius Glenn and Dhaki Bey discuss fitness and nutrition strategies in a group setting. They instruct the youth on healthy living habits and how to set fitness goals for life long success.

Enrichment Programs:

**Culinary Arts Program:** Students have hands-on training with professional chefs, learning to develop and prepare six complete meals, resulting in a certification that can be used on job applications and resumes. Course is instructed by Charles Plummer with Youth With Faces.

**PREP Program:** PREP stands for Patience, Responsibility, Empathy and Partnership – the principles at the core of this structured curriculum designed to benefit both teen and dog. Youth are assigned a shelter dog to train, increasing the animal's adoption potential and teaching the residents valuable life lessons. Course is instructed by Jane Davidson with Eureka Paws.

**Field Trips and Campus Events:**

**Top Ten:** Each Friday, ten (10) residents are recognized for outstanding behavior, participation in groups and maintaining high point sheets. The residents are rewarded with snacks and time in game room.

**Weekly:** A Resident of the Week is recognized for their exemplary behavior, school and program participation and overall improvement in targeting treatment goals.

November 4: Culinary Students received on-the-job training in the area of preparation and service management at Dallas Heritage Village; youth were compensated \$9 an hour.

November 14: Children on the Mend, Inc., donated Dallas Mavericks tickets. Six high level residents who demonstrated exemplary behavior and completed all required components of individualized program earned a trip to the game.

November 15: Dallas Aquarium (Educations Event). Youth were exposed to education experience and given an in-depth study of the habitat, conservation, distribution, anatomy, reproduction and behavioral/structural adaptations of plants and animals. Each youth received a Field Guide which provides a layout of the facility and highlights some of the plants and animals.

**Medical:**

- Sick call: 44 residents were seen on-site by the Parkland Physician Assistant.
- JDC Dental: Three (3) transports completed with a total of 15 residents seen.
- JDC Psych: Twenty-seven (27) residents were seen by the Psychology Division.

**LETOT CENTER**

**Community Initiatives:** Non-Residential Services received 27 referrals to be addressed through the Letot Crisis Intervention and Aftercare Services Program.

**Residential:** Health Screens – 17 Call Backs – 12 Doctor's visits – 3

**Volunteer Services:** Faith-Based Volunteers: worship and religious study – 10 volunteers, 9 hours; Life Skills Volunteers: visiting and teaching - 14 volunteers, 10 hours; Special Events: Other – 0, for a total of 24 volunteers who provided 19 hours of volunteer service.

**Clinical Services:**

Residential Services: The clinical unit provided counseling to 26 residents who benefitted from 66 individual and 33 family sessions. In addition, the residents participated in 24 groups focusing on anger management, self-esteem, developing coping skills, emotional regulations, distress tolerance, and mindfulness using CBT, DBT, and CBT trauma-informed care models. The family counseling was provided using Family Systems Theory, and concentrated on improving family communication and relationship building. As part of the clinical services, 136 consultations were provided to the case managers, JROs, and administration when requested. Although each department establishes their own relationships with the residents, the consultations ensured that there was continuity among the various programs while monitoring the mental health of the youth. The interdisciplinary treatment team was also a significant part of the continuity of care and treatment team meetings were held weekly in which each resident's case was processed to evaluate progression toward goals and to discuss discharge plans. There were 4 staffings held this month allowing for the clinical, administrative, case management, and JRO staff to discuss approximately 16 residents weekly. Crisis Management resulted in the staff responding to 20 crisis incidents; these incidents ranged from stabilizing a resident after a difficult phone call from home to ensuring hospitalization for an emotionally unstable youth. One of the essential roles of the clinician was to maintain awareness of the residents' difficulties in order to proactively manage potential emotional escalation. Clinicians checked on the youth through daily rounds, which allowed them to observe the residents and for information to be shared among the staff. Eight referrals were made to the Department's psychiatrist for further evaluation.

LETOT CENTER			
RESIDENTIAL	OCT	NOV	YTD
Admissions	21	13	174
Released	17	12	173
ADP	20	15	18
Total Youth Served	35	30	191
INTAKE ORIENTATION	OCT	NOV	YTD
Admissions	70	51	687
Releases	71	49	684
ADP	2	2	1
Total Youth Served	72	52	687

Non-Residential Services: Fifteen families were referred to the clinical staff and were provided with 4 individual sessions, 6 family sessions which resulted in 9 consultations with the case management staff. Using the best practices model, the individual and family counseling sessions were designed to improve and maintain the healthy functioning of the family. In addition, the clinical staff managed two Non-Residential Crisis Interventions.

General Clinical Services: The staff assessed 6 potential residents and made appropriate recommendations. The Parent/Youth groups were held weekly and were open to both the Residential and Non-Residential families. These groups have been very successful in providing support and psychoeducational information and have received positive reviews from the parents. Topics were presented in a didactic style and included communication, mindfulness, successful discipline, gratitude, and adolescent development. This month two Parent/Youth Groups were held with a total of 81 participants (32 Parents, 25 Youth, 24 Siblings/Others). In addition, the staff participated in 17 hours of clinical supervision.

Facility Programs: The residents participated in the Thanksgiving Program, they wrote an essay of what they were thankful for; the top three essay writers receive a prize.

Field Trips:

Every Wednesday six female residents attend "New Friends New Life" and they participate in-group activities; dinner is also provided.

November 19: Nine high level residents went to the Irving Arts Center and had lunch at Chili's.

November 20: Four Residents on Level 5 went to the movies to see "Fantastic Four" and had lunch at Raising Cane's.

**LETOT RESIDENTIAL TREATMENT CENTER FOR GIRLS****Volunteer Groups:**

Big Thought - Residents are working on Arts and Crafts and made Thanksgiving note of "What I am thankful for".

St. John Church (Mr. Charles) - Residents participate in Bible study and religious activities voluntarily.

Concord Baptist Church - Residents participate in voluntary Bible study and religious activities on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday and on the 2<sup>nd</sup> and 3<sup>rd</sup> Sunday of the month.

**Volunteer Groups:**

Big Thought - Residents are working on Arts and Crafts and made Thanksgiving note of "What I am thankful for."

St. John Church (Mr. Charles) – Residents participate in Bible study and religious activities voluntarily.

Concord Baptist Church - Residents participate in voluntary Bible study and religious activities on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday and on the 2<sup>nd</sup> and 3<sup>rd</sup> Sunday of the month.

Dr. Michelle Woody and Speak Young Sister in conjunction with Concord Baptist Church – Are meeting with the residents for 6 weeks. Residents are learning about self-esteem, positively expressing their feelings, and open honest communications.

**Enrichment Programs:** Culinary Arts Program: The residents learn how to make cinnamon rolls from scratch. They are still learning how to properly set tables with silverware and proper serving techniques. They are still tasked with working through every detail of cooking, from knowing the ingredients needed, to writing the recipe, cooking and serving the meal. They meet with their instructors on Mondays, Tuesdays, Thursdays and Fridays during the school year.

POETIC - Residents on levels 4 and 5 participated in the after-care program on Monday and Wednesday. The program offers daily programming with education, creative arts, employment readiness, life skills, therapy, mentorship, and case management.

Facility Programs – The residents participated in the Thanksgiving Program; they wrote an essay on what they were thankful for. The top three writers were awarded with a prize.

Field Trips:

November 15: Residents on level 5 (total of 5) went to the movies to see "The Grinch", and had lunch at Chipotle.

November 16: Residents on level 4 (total of 4) went to the movies to see "Creed 2", and had lunch at McDonald's.

November 19: Eleven high level residents went to Sweet Frog to receive a free ice cream.

November 19: Eleven high level residents had lunch at CiCi's Pizza.

**Clinical Services:**

All 33 residents received individual therapy (approximately 138 hours). Family therapy was offered to all families. Therapists provided family therapy to 21 families (approximately 28 client-contact hours) and 11 parents received parent therapy (8 client-contact hour). The clinical team provided parent group to 8 families (approximately 4 client-contact hours). The clinical Team also provided crisis intervention (approximately 31 client-contact hours) and clinic rounds (approximately 73 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 and check in with staff throughout the day, which facilitates continuity of care and clear and consistent communication (approximately 51 hours).

The girls also received daily group therapy (art, coping skills, girl empowerment, My Life My Choice, meditation, or process groups). Five My Life My Choice groups were provided to teach youth about substance abuse, self-esteem, healthy relationships, and health. Art is a therapeutic modality that encourages expression through the use of art

LETOT RTC			
RESIDENTIAL	OCT	NOV	YTD
Admissions	4	3	49
Released	1	4	33
ADP	32	34	25
Total Youth Served	34	36	214
LETOT RDT	OCT	NOV	YTD
Admissions	0	16	16
Releases	0	0	0
ADP	0	15	0
Total Youth Served	0	16	16

materials. Clinicians conducted thirteen art groups this month, which primarily focused on open studio, developing self-awareness, building self-esteem, developing safety, and using art as a coping skill. Coping skills group, which is rooted in Dialectical Behavior Therapy (DBT), teaches the girls to manage difficult thoughts and emotions. Fourteen coping skills group were provided and focused on mindfulness, dealing with intense emotions, particularly Depression and Anger, and the role of self-care in managing emotions. 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. Fourteen girl empowerment groups focused on self-esteem, trust, and supportive relationships. Nine meditation groups were provided for the girls to engage in self-reflection and emotional regulation. In addition, seven process groups were offered to residents to address interpersonal skills.

Substance Abuse Unit provided six drug education groups to a total of four residents.

**Psychiatric Services:** Eight youth were referred to the psychiatrist to address mental health needs, which were primarily focused on complaints of fluctuating moods, irritable moods, impulsivity, hyperactivity, verbal aggression, sleep disturbance.

**Medical Services:** Health Screens – 13, Call Backs – 0, Doctor's visits – 57.

**Volunteer Hours:** We had 18 volunteers and a total of 43 hours volunteered.







**DISCUSSION**

**ITEM**

**B.**



**Juvenile Justice Alternative Education Program (JJAEP)  
Director's Report  
November & December 2018**

**Director's Report for JJAEP– November & December 2018**

Current Enrollment **75**

**November**

November 2<sup>nd</sup> was early release which allowed teachers to attend professional development. Teachers met in their content areas to discuss a variety of topics which included the six weeks pre and post assessment data.

On November 12<sup>th</sup>, all staff participated in training on sexual harassment and ethics conducted by Dallas County HR Division.

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 15<sup>th</sup>, eligible students participated in a field trip to Paul Quinn College.

Students with perfect attendance and those that achieved the A/B honor roll were recognized on the 16<sup>th</sup>. We celebrated 11 students.

On November 28<sup>th</sup>, all staff was trained in testing policies and procedures for the December End-Of-Course testing.

**December**

The week of December 3<sup>rd</sup> – 7<sup>th</sup>, was December of End Of Course (EOCs). All eligible high school students participated in the testing opportunities.

On December 12<sup>th</sup> students attended a field trip to the Dallas Museum of Art. Twelve students met the eligibility requirements to attend and really enjoyed the experience. Students were very engaged while there, and represented JJAEP very well.

Students took their semester exams the week of December 17<sup>th</sup> – 21<sup>st</sup>.

Teachers and students were off due to the winter break from December 24<sup>th</sup> – January 4<sup>th</sup>.



DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT					
Student Enrollment as of:	12/21/2018	Total Enrollment:	79		
Students on Probation/Spv.:	43		54.43%		
OFFENSE STATUS					
Disc.:	12	15.19%	Mand.:	67	84.81%
Plmt.:	0	0.00%			
DEMOGRAPHICS					
Category			Category		
<b>GENDER</b>			<b>DISTRICT</b>	Number	Percent
Male	72	91.14%	Female	7	8.86%
			CFB-903	5	6.33%
			CHISD-904	1	1.27%
			Coppell-992	0	0.00%
			Desoto-906	0	0.00%
			DISD-905	15	18.99%
			Duncanville-907	7	8.86%
			Garland-909	24	30.38%
			GPISD-910	5	6.33%
			HPISD-911	0	0.00%
			IRVING-912	6	7.59%
			Lancaster-913	1	1.27%
			Mesquite-914	8	10.13%
			RISD-916	6	7.59%
			Sunnyvale-919	0	0.00%
			LAETX-839	1	1.27%
				79	98.73%
<b>GRADE</b>	Number	Percent			
3	0	0.00%			
4	1	1.27%			
5	1	1.27%			
6	2	2.53%			
7	6	7.59%			
8	10	12.66%			
9	24	30.38%			
10	15	18.99%			
11	10	12.66%			
12	10	12.66%			
	79	100.00%			
<b>AGE</b>	Number	Percent			
10	2	2.53%			
11	1	1.27%			
12	6	7.59%			
13	6	7.59%			
14	17	21.52%			
15	16	20.25%			
16	14	17.72%			
17	13	16.46%			
18+	4	5.06%			
	79	100.00%			
			<b>ETHNICITY</b>	Number	Percent
			African American	23	29.11%
			Asian	3	3.80%
			Caucasian	8	10.13%
			Hispanic	45	56.96%
			Native American	0	0.00%
				79	100.00%
OFFENSE DESCRIPTIONS			Number	Percent	
D-12	Serious Misbehavior		5	6.33%	
D-14	Misdemeanor Drugs		3	3.80%	
D-15	Felony Criminal Mischief		0	0.00%	
D-16	Court/County Placement		0	0.00%	
D-17	Assault Against Employee		2	2.53%	
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)		0	0.00%	
D-19	False Alarm/Terroristic Threat		2	2.53%	
D-20	300 ft. Rule		0	0.00%	
Title 5	Off Campus Felonies Against Student & Other New Discretionary		0	0.00%	
M-01	Weapons/Firearms		14	17.72%	
M-02	Weapons other than Firearm		7	8.86%	
M-03	Aggravated Assault		4	5.06%	
M-04	Sexual Assault		0	0.00%	
M-05	Aggravated Sexual Assault		1	1.27%	
M-06	Arson		0	0.00%	
M-07	Murder Offenses/Manslaughter		0	0.00%	
M-08	Indecency with a Child		0	0.00%	
M-09	Aggravated Kidnapping		0	0.00%	
M-10	Felony Drugs		41	51.90%	
M-11	Retaliation Against Any Employee		0	0.00%	
M-12	Aggravated Robbery		0	0.00%	
P-16	Court Placement		0	0.00%	
			79	100.00%	
<b>DETENTION; PLACEMENT or WARRANTS:</b>			2	2.53%	
<b>SPECIAL EDUCATION STUDENTS:</b>			9	11.39%	
Avg. Daily Attendance:	63	81.83%	Cum. SY Daily Attendance:	54	83.12%

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2018-2019 School Year

December began with 83 students and ended with 79 students enrolled at the Dallas County JJAEP. On average, there were 63 or 84.33% of the students attending on any given day. Of the 79 students enrolled at month's end, there were 12 discretionary referrals; 0 placement; and 67 mandatory referrals.

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

ACTIVE ENROLLMENT						
Student Enrollment as of:	11/30/2018	Total Enrollment:	83			
Students on Probation/Spv.:	35		42.17%			
OFFENSE STATUS						
Disc.:	15	18.07%	Mand.:	68	81.93%	
Plmt.:	0	0.00%				
DEMOGRAPHICS						
Category			Category			
<b>GENDER</b>			<b>DISTRICT</b>	Number	Percent	
Male		Female	CFB-904	6	7.23%	
73	87.95%	10	12.05%	CHISD-904	1	1.20%
<b>GRADE</b>	Number	Percent	Coppell-992	1	1.20%	
3	0	0.00%	Desoto-906	1	1.20%	
4	1	1.20%	DISD-905	13	15.66%	
5	1	1.20%	Duncanville-907	7	8.43%	
6	2	2.41%	Garland-909	25	30.12%	
7	6	7.23%	GPISD-910	5	6.02%	
8	10	12.05%	HPISD-911	0	0.00%	
9	25	30.12%	IRVING-912	7	8.43%	
10	14	16.87%	Lancaster-913	2	2.41%	
11	12	14.46%	Mesquite-914	10	12.05%	
12	12	14.46%	RISD-916	5	6.02%	
	83	100.00%	Sunnyvale-919	0	0.00%	
				83	100.00%	
<b>AGE</b>	Number	Percent	<b>ETHNICITY</b>	Number	Percent	
10	2	2.41%	African American	27	32.53%	
11	2	2.41%	Asian	2	2.41%	
12	7	8.43%	Caucasian	10	12.05%	
13	5	6.02%	Hispanic	44	53.01%	
14	15	18.07%	Native American	0	0.00%	
15	16	19.28%		83	100.00%	
16	16	19.28%				
17	14	16.87%				
18+	6	7.23%				
	83	100.00%				
OFFENSE DESCRIPTIONS			Number	Percent		
D-12	Serious Misbehavior		5	6.02%		
D-14	Misdemeanor Drugs		4	4.82%		
D-15	Felony Criminal Mischief		0	0.00%		
D-16	Court/County Placement		0	0.00%		
D-17	Assault Against Employee		3	3.61%		
D-18	Assault/Retaliation of Employee (ON/OFF CAMPUS)		0	0.00%		
D-19	False Alarm/Terroristic Threat		3	3.61%		
D-20	300 ft. Rule		0	0.00%		
Title 5	Off Campus Felonies Against Student & Other New Discretionary		0	0.00%		
M-01	Weapons/Firearms		14	16.87%		
M-02	Weapons other than Firearm		6	7.23%		
M-03	Aggravated Assault		5	6.02%		
M-04	Sexual Assault		0	0.00%		
M-05	Aggravated Sexual Assault		1	1.20%		
M-06	Arson		0	0.00%		
M-07	Murder Offenses/Manslaughter		0	0.00%		
M-08	Indecency with a Child		0	0.00%		
M-09	Aggravated Kidnapping		0	0.00%		
M-10	Felony Drugs		42	50.60%		
M-11	Retaliation Against Any Employee		0	0.00%		
M-12	Aggravated Robbery		0	0.00%		
P-16	Court Placement		0	0.00%		
			83	100.00%		
<b>DETENTION; PLACEMENT or WARRANTS:</b>			5	6.02%		
<b>SPECIAL EDUCATION STUDENTS:</b>			12	14.46%		
Avg. Daily Attendance:	64	84.33%	Cum. SY Daily Attendance:	52	83.47%	

DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

2018-2019 School Year

November began with 72 students and ended with 83 students enrolled at the Dallas County JJAEP. On average, there were 64 or 84.33% of the students attending on any given day. Of the 83 students enrolled at month's end, there were 15 discretionary referrals; 0 placement; and 68 mandatory referrals.



**DISCUSSION**

**ITEM**

**C.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Ratification of Noble Assessment System Platform Contract between Dallas County Juvenile Department and Noble Software Group, LLC

**Background of Issue:**

The Texas Administrative Code, Title 37, Chapter 341.502 mandates that a risk and needs assessment be administered to referred youth prior to disposition and at least once every six months. In addition, the risk and needs assessment must be approved or provided by the Texas Juvenile Justice Department (TJJD). Since 2009, the Dallas County Juvenile Department has utilized the Risk And Needs Assessment (RANA) to assess the risk of re-offending, as well as the needs of youthful offenders referred to the Juvenile Department. In March 2018, TJJD informed the Dallas County Juvenile Department that the RANA tool was no longer a validated assessment instrument. Due to the Texas Administrative Code mandate and the RANA no longer being a valid instrument, the Juvenile Department has decided to utilize the Noble Assessment System, which is approved by TJJD.

The purpose of this briefing is to request ratification of the Noble Assessment System Platform Contract between Dallas County Juvenile Department and Noble Software Group, LLC.

**Impact on Operations and Maintenance:**

The risk and needs of each youth is required to be assessed prior to disposition. The implementation of the Noble Assessment System platform will allow key Juvenile Department personnel to assess risk to re-offend, develop offender-specific case plans to address risks and needs, as well as submit mandated reports to the Texas Juvenile Justice Department. In addition, training on the administration of the assessment instrument will be provided to 300 key personnel, to include, but not limited to, probation officers and case managers.

**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 effective technology.

**Legal Information:**

The Noble Assessment System Platform was approved by Commissioners Court on December 18, 2018. The Noble Assessment Platform Contract has been reviewed and approved as to form by Ms. Denika Caruthers, Juvenile Department Legal Advisor and Mr. Chong Choe, Dallas County DA.

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

**Financial Impact/Considerations:**

The Dallas County Juvenile Department received \$198,443.00 from TJJD for the purchase, implementation, and training of an assessment instrument.

<b>Deliverable</b>	<b>Summary</b>	<b>Costs</b>
Deliverable 1	Noble Assessment Platform – 300 users	\$115,413.00
Deliverable 2	Training	\$83,030.00
Maintenance	Maintenance for Assessment Platform (included at no cost for the first year)	N/A
	<b>Total 1<sup>st</sup> Year</b>	<b>\$198,443.00</b>

**Performance Impact Measures:**

There will be a more thorough assessment of referred youth allowing the Juvenile Department to make informed decisions regarding programs and services to meet the needs of youth and families.

**Project Schedule/Implementation:**

The implementation of the platform is expected to take approximately three months. Thereafter, training in the use of the platform will be ongoing.

**Recommendation:**

It is recommended the Juvenile Board ratify the contract between the Dallas County Juvenile Department and the Noble Software Group, LLC, for access to the juvenile assessment system platform and professional services required.

**Recommended by:**



Darryl A. Beatty, Director  
Dallas County Juvenile Department



# ACTION ITEMS

V.



**ACTION ITEM**

**D.**



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

## MEMORANDUM

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, 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 2019 term.

### **Recommended by:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department



**JUVENILE BOARD ORDER**

**ORDER NO:** 2019 - XXX

**DATE:** January 28, 2019

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> day of January, 2019, 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 2019 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 2019 term.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**E.**



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

## MEMORANDUM

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, 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 2019 term.

### Recommended by:

Darryl A. Beatty, Director  
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2019 -XXX

DATE: January 28, 2019

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> day of January, 2019, 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 2019 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 2019 term.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**F.**



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

## MEMORANDUM

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Reauthorization of Dallas County Juvenile Department Purchasing Policy

### Background of Issues

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

The purpose of this briefing is to request reauthorization of the modified purchasing process used to facilitate the expeditious ordering of needed supplies, travel, 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. 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.

Staff members in the Juvenile Department Budget Office have received training related to specific line item budget to maintain expenditures within the lines item. Moreover, all staff members within the Juvenile Department have been provided detailed information on the purchasing process including deadlines for the Juvenile Department's Budget office to meet court dates set by the County Audit, Budget, and Purchasing Departments. 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/or Grantor's purchasing policies and procedures.

All purchases made using general fund, grants funds, and federal funds must comply with County, State and Federal 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 the Grantor's 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 materials, supplies ordered, or invoices to be paid were accounted for under specific line items in the budget before services or goods were acquired. Additional services and/or goods requested during the budget year will be acquired and approved following the Department's and Dallas County purchasing policies. This policy reflects the State Aid Contract, County Audit, Budget, and Purchasing Department policies. This information has been prepared and approved 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**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

JUVENILE BAORD ORDER

ORDER NO: 2019-xxx
DATE: January 28, 2019
STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of January, 2019, 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 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. 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/or Grantor's purchasing policies and procedures.

All purchases made using general fund, grants funds, and federal funds must comply with County, State and Federal 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 28<sup>th</sup> day of January 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Juvenile Board Chair



**ACTION ITEM**

**G.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

## **MEMORANDUM**

**DATE:** January 28, 2019  
**TO:** Dallas County Juvenile Board  
**FROM:** Darryl A. Beatty, Director  
**SUBJECT:** Approval to Conduct 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems: May 2-3, 2019

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**Background:**

The Clinical Services Division of the Juvenile Department is a leader in the treatment of juveniles with sexual behavior problems, having delivered training and presentations to professional associations and giving testimony before the State Legislature regarding specialized treatment. In order to provide quality professional development to our Psychology Division, probation staff, and the community, as well as remaining abreast of the most recent research and developments in the field of juvenile sex offenders, the department began offering an annual conference on the treatment and supervision of juvenile sex offenders in 1998. These annual conferences are highly successful and draw participation throughout the state. The Dallas County Juvenile Board has previously allowed the Department to charge a minimal registration fee to attend this conference. These conferences have been attended by approximately 120 participants and all costs associated with the conference were covered by the registration fees.

The Juvenile Department is requesting permission to conduct its 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems.

**Impact on Operations:**

The 2019 workshop is scheduled for May 2-3, 2019, 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.*

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

**Financial Impact:**

The Juvenile Department registration cost has increased to the following:

Early Registration			
	2018	2019	Difference
Two Days	240	270	\$ 30.00
One Day	130	140	\$ 10.00

College Student Registration			
	2018	2019	Difference
Two Days	130	130	\$ -
One Day	100	100	\$ -

Regular Registration			
	2018	2019	Difference
Two Days	280	310	\$ 30.00
One Day	160	180	\$ 20.00

Group discounts range from \$10 to \$40 depending on the number of individuals in the group and how early they register. Approximately 120 participants are expected to attend, which includes 50 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 \$3,000 per training day at a total of \$6,000 plus travel per diem according to the county code, \$900 for conference groceries, and \$1000 for supplies.

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

**Legal Impact:**

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

**Recommendation:**

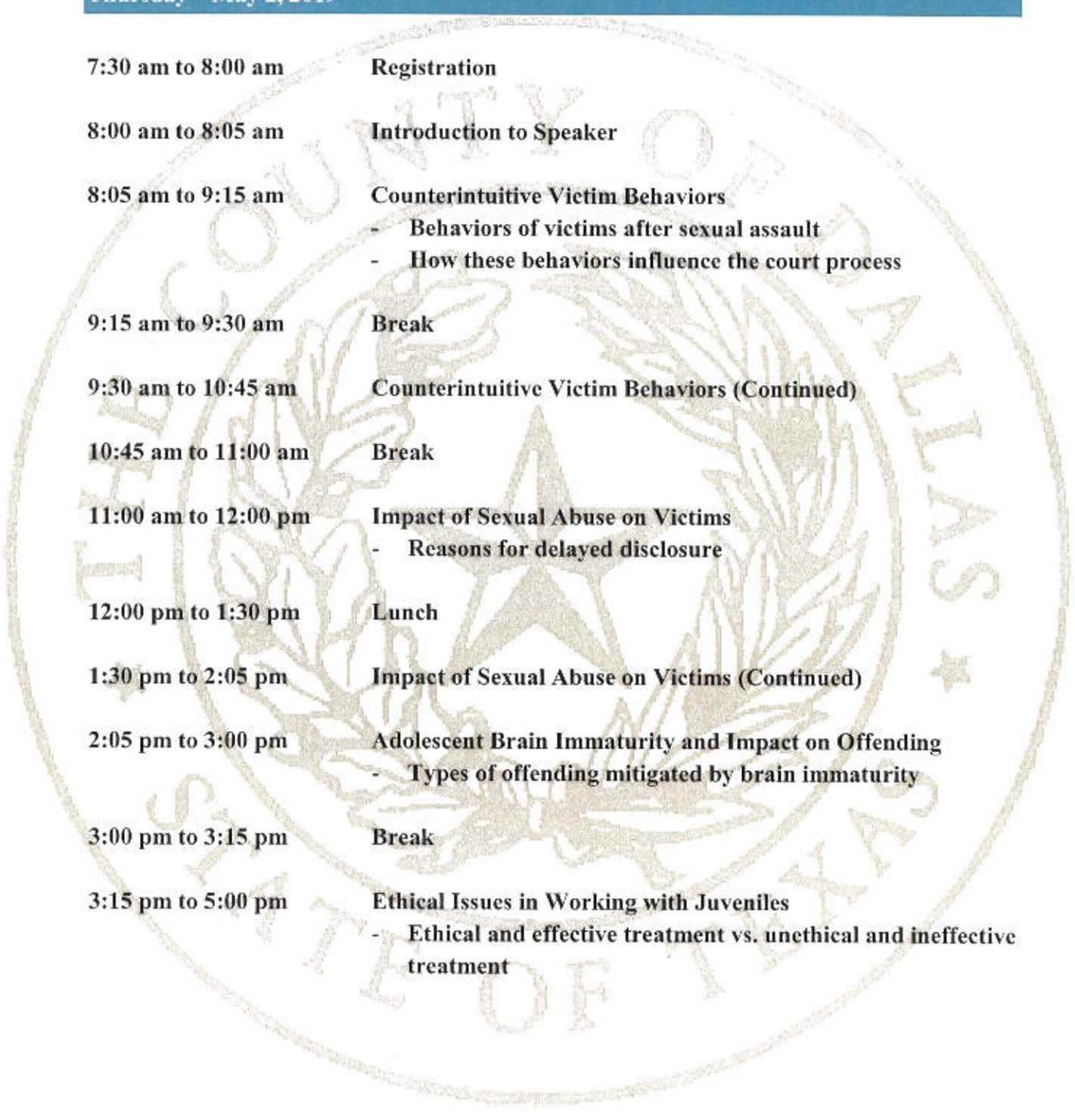
It is recommended that the Dallas County Juvenile Board approve the Juvenile Department's request to host the 19th Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 2-3, 2019, and to charge attendees other than the Juvenile Department staff a \$310 registration fee for both days and \$180 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:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

# 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems

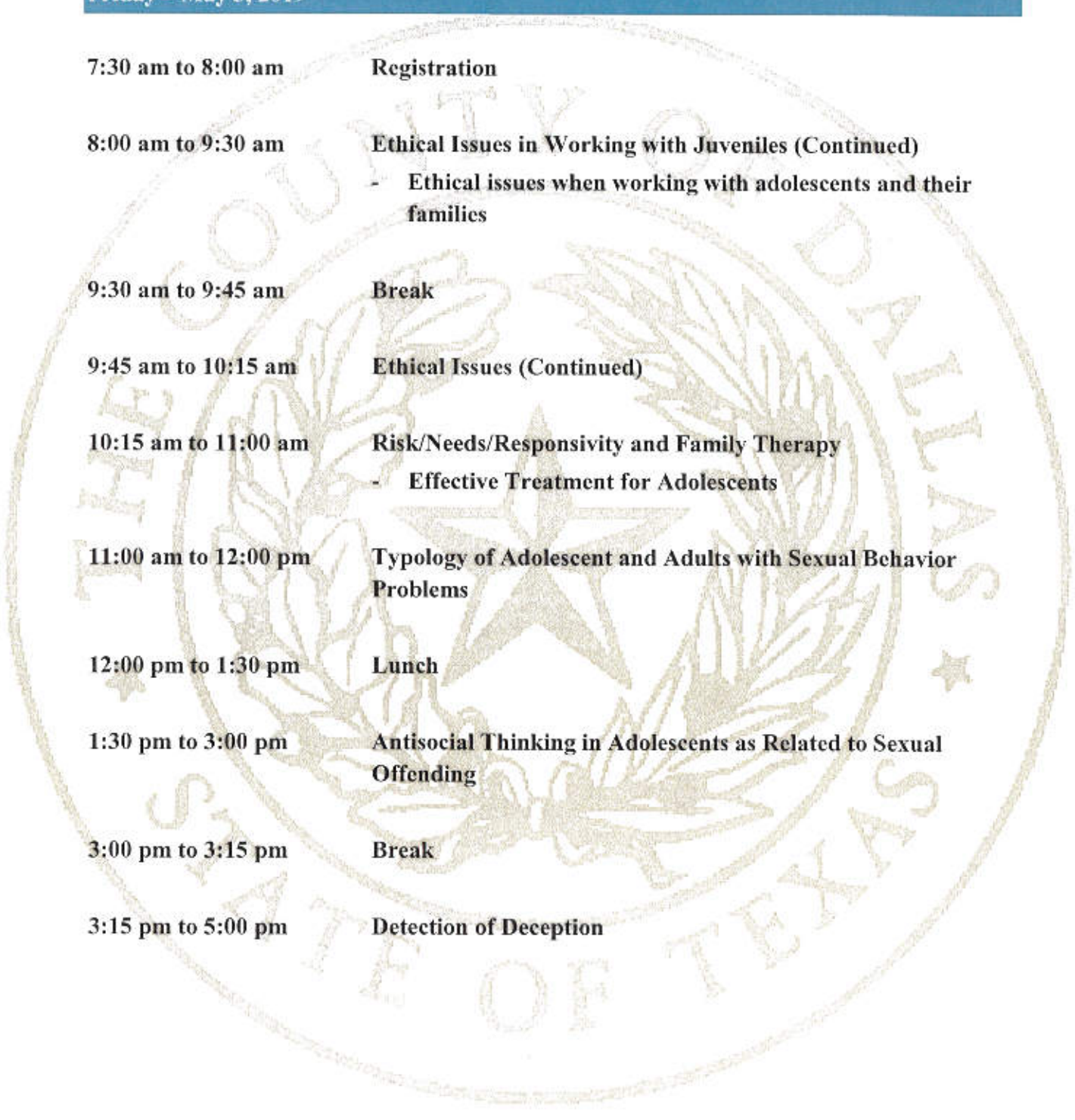
Thursday – May 2, 2019

The background of the page features a large, faint watermark of the Seal of the State of Texas. The seal is circular and contains a five-pointed star in the center, surrounded by a wreath. The words "THE STATE OF TEXAS" are written around the perimeter of the seal.

7:30 am to 8:00 am	Registration
8:00 am to 8:05 am	Introduction to Speaker
8:05 am to 9:15 am	Counterintuitive Victim Behaviors <ul style="list-style-type: none"><li>- Behaviors of victims after sexual assault</li><li>- How these behaviors influence the court process</li></ul>
9:15 am to 9:30 am	Break
9:30 am to 10:45 am	Counterintuitive Victim Behaviors (Continued)
10:45 am to 11:00 am	Break
11:00 am to 12:00 pm	Impact of Sexual Abuse on Victims <ul style="list-style-type: none"><li>- Reasons for delayed disclosure</li></ul>
12:00 pm to 1:30 pm	Lunch
1:30 pm to 2:05 pm	Impact of Sexual Abuse on Victims (Continued)
2:05 pm to 3:00 pm	Adolescent Brain Immaturity and Impact on Offending <ul style="list-style-type: none"><li>- Types of offending mitigated by brain immaturity</li></ul>
3:00 pm to 3:15 pm	Break
3:15 pm to 5:00 pm	Ethical Issues in Working with Juveniles <ul style="list-style-type: none"><li>- Ethical and effective treatment vs. unethical and ineffective treatment</li></ul>

# 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems

Friday – May 3, 2019



7:30 am to 8:00 am	Registration
8:00 am to 9:30 am	<b>Ethical Issues in Working with Juveniles (Continued)</b> <ul style="list-style-type: none"><li>- Ethical issues when working with adolescents and their families</li></ul>
9:30 am to 9:45 am	Break
9:45 am to 10:15 am	<b>Ethical Issues (Continued)</b>
10:15 am to 11:00 am	<b>Risk/Needs/Responsivity and Family Therapy</b> <ul style="list-style-type: none"><li>- Effective Treatment for Adolescents</li></ul>
11:00 am to 12:00 pm	<b>Typology of Adolescent and Adults with Sexual Behavior Problems</b>
12:00 pm to 1:30 pm	Lunch
1:30 pm to 3:00 pm	<b>Antisocial Thinking in Adolescents as Related to Sexual Offending</b>
3:00 pm to 3:15 pm	Break
3:15 pm to 5:00 pm	<b>Detection of Deception</b>

**JUVENILE BOARD ORDER**

**ORDER NO:** 2019-XXX

**DATE:** January 28, 2019

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> day of January, 2019, 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 28, 2019, regarding the Juvenile Department's request to conduct its 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems; and

**WHEREAS,** the 2019 conference is scheduled for May 2-3, 2019 and will be held at the Henry Wade Juvenile Justice Center; and

**WHEREAS,** the Juvenile Department registration cost has increased to the following:

<b>Early Registration</b>			
	<b>2018</b>	<b>2019</b>	<b>Difference</b>
<b>Two Days</b>	240	270	\$ 30.00
<b>One Day</b>	130	140	\$ 10.00
<b>College Student Registration</b>			
	<b>2018</b>	<b>2019</b>	<b>Difference</b>
<b>Two Days</b>	130	130	\$ -
<b>One Day</b>	100	100	\$ -
<b>Regular Registration</b>			
	<b>2018</b>	<b>2019</b>	<b>Difference</b>
<b>Two Days</b>	280	310	\$ 30.00
<b>One Day</b>	160	180	\$ 20.00

Group discounts range from \$10 to \$40 depending on the number of individuals in the group

and how early they register, and registration fees waived for DCJD staff; 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. Expenses include: one speaker at \$3,000 (per training day) at a total of \$6,000 plus travel per diem according to the county code, \$900 for conference groceries and \$1000 for supplies; 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 19<sup>th</sup> Annual Conference on the Treatment of Juveniles with Sexual Behavior Problems scheduled for May 2-3, 2019, 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 28th day of January, 2019.

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:

\_\_\_\_\_  
Darryl Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





**ACTION ITEM**

**H.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Professional Services Agreement between Dallas County Juvenile Department and Anna Salter, PhD – 19<sup>th</sup> 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 120 or more participants.

The Juvenile Department is requesting approval of the Professional Services Agreement between Dallas County Juvenile Department and Anna Salter, PhD., to speak at the 19<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems.

Dr. Anna Salter earned a BA in English and Philosophy from the University of North Carolina (1968). She received her Masters in Child Development at Tufts University (1973), and her PhD. in Clinical Psychology and Public Practice at Harvard University (1977).

Dr. Salter has an emphasis in sex crimes. She has treated the victims of sex crimes, and also has studied offenders. She has published several books and peer-reviewed articles on sex crimes, given many keynote speeches to professional and law enforcement groups, and consults with the Wisconsin Department of Corrections.

Additionally, Dr. Salter has interviewed numerous sex offenders and other criminals, compiling the videotaped interviews along with her commentary and analysis. *Truth, Lies and Sex Offenders* is for general audiences, and *Sadistic Offenders: How They Think, What They Do* is aimed at professionals and law enforcement.

**Operations Impact:**

The 2019 workshop is scheduled for May 2-3, 2019, 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.

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

**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 Anna Salter 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 \$3,000/day – speaker’s fees and up to \$2,000 – travel (includes airfare and rental car reimbursement at the lowest cost; hotel and meal per diem will be reimbursed according to GSA rates). Funds are available in the Annual Sex Offender Workshop Project fund – 203.3003.94022, 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 Anna Salter, PhD.

**Recommended by:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

*Anna C. Salter, Ph.D.*

---

*2530 Commonwealth Ave.  
Madison, WI 53711  
608-218-9417  
acsalter@annasalter.com  
12.14.18*

**Invoice**  
**Anna Salter, PhD**

Dallas County-2 Day Conference	Mary 2-3, 2019	\$3,000/day – speaker’s fees Up to \$2,000 – travel (includes airfare reimbursement and rental car reimbursement at the lowest cost; hotel and meal per diem will be reimbursed according to GSA rates)
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Please send the check to the address above. My EIN number is 82-3857168. Thank you for consideration of this matter.

STATE OF TEXAS

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§  
§  
§

THE COUNTY OF DALLAS

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**Dallas County**

**And**

**Anna Salter, PhD**

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Juvenile Department, and Anna Salter, 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 2 <sup>nd</sup> and 3 <sup>rd</sup> , 2019	\$3,000/day – speaker’s fees Up to \$2,000 – travel (includes airfare and rental car reimbursement at the lowest cost; hotel and meal per diem will be reimbursed according to GSA rates).

**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:

Anna Salter, PhD will be reimbursed for all travel expenses incurred via airplane, train and car. Anna Salter, PhD will be responsible for all travel arrangements. Travel expenses will be reimbursed for Anna Salter, PhD up to \$2,000.00 as outlined in the above workshop overview.

Lodging Policy:

Anna Salter, PhD will be reimbursed for all lodging expenses incurred. Anna Salter, PhD be responsible for all lodging arrangements. Lodging will be reimbursed according to GSA rates.

Payment

All invoices will be submitted to **Dallas County Juvenile Department**. Payment should be made to "Anna Salter" and is due within 30 days of the onsite 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, 6<sup>th</sup> 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 **Anna Salter, PhD'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

*Anna C. Salter*  
BY: \_\_\_\_\_  
Anna Salter, PhD

Dallas County Juvenile Board

**RECOMMENDED:**

\_\_\_\_\_  
BY: Darryl Beatty, Director  
Dallas County Juvenile Department

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Denika R. Caruthers, J.D.  
Administrative Legal Advisor

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Anna C Salter**

**2** Business name/disregarded entity name, if different from above  
**Anna C Salter, Ph.D.**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**2530 Commonwealth Ave.**

**6** City, state, and ZIP code  
**Madison, WI 53711**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				
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**or**

**Employer identification number**

8	2	-	3	8	5	7	1	6	8
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *Anna C Salter*    Date ▶ **12.12.18**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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  
Renaissance Tower  
1201 Elm Street, 23<sup>rd</sup> Floor  
Suite 2300-B

Dallas, Texas 75270  
(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](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](http://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: Anna C Salter

Anna C Salter  
Signature, Authorized Representative of Contractor

1.10.19  
Date

Psychologist  
Title



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-440237

Date Filed:  
01/10/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Anna C Salter PhD  
Madison, WI United States

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

Dallas County Juvenile Department

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

JB-78  
Speaker at annual conference

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

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is Anna C Salter, and my date of birth is 7.26.46.

My address is 2530 Commonwealth Ave., Madison, WI, 53711, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dane County, State of Wisconsin, on the 10 day of January, 20 2019.  
(month) (year)

*Anna C Salter*

Signature of authorized agent of contracting business entity  
(Declarant)

**JUVENILE BOARD ORDER**

**ORDER NO:** 2019-XXX

**DATE:** January 28, 2019

**STATE OF TEXAS** §

**COUNTY OF DALLAS** §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> day of January 2019, 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 Anna Salter, PhD. to speak at the 19<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems on May 2<sup>nd</sup>-3<sup>rd</sup>, 2019, and

**WHEREAS,** the Professional Services Agreement allows for Anna Salter, PhD. to speak at the 19<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems; and

**WHEREAS,** the 19<sup>th</sup> Annual Conference on the Treatment of Youth with Sexual Behavior Problems is a two-day conference with attendance of approximately 100 or more participants; and

**WHEREAS,** expenses include \$3,000/day – speaker's fees and up to \$2,000 – travel (includes airfare and rental car reimbursement at the lowest cost; hotel and meal per diem will be reimbursed according to GSA rates). Funds are available in the Annual Sex Offender Workshop Project fund – 203.3003.94022, This information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; 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 to amend the dates for the Professional Services Agreement between the Juvenile Department and Anna Salter, PhD. to speak at the 19<sup>th</sup> Annual Conference on Treatment of Youth with Sexual Behavior Problems.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Chairman of the Dallas County Juvenile Board is authorized to sign the Professional Services Agreement on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

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Darryl A. Beatty, Director  
Dallas County Juvenile Department

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Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

I.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019

**To:** Dallas County Juvenile Board

**From:** Darryl A. Beatty, Director

**Subject:** Approval of Memorandum of Understanding between Dallas County Juvenile Department and Herrera & Associates for Positive Passage Program at Lyle B. Medlock Residential Treatment Center

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**Background of Issue:**

The Dallas County Juvenile Department was awarded enhancement funding for intervention programming from the Texas Juvenile Justice Department's (TJJD) Regional Service Enhancement Project R(2)2018-19 Biennium grant. The Regional Services Enhancement Projects are intended to enhance probation programs and services in each region of the state to increase the likelihood that the needs of the youth are met closer to their community. The objective of the Regional Services Enhancement Project is to increase the availability of evidence-based, intensive community-based, residential, reentry, and aftercare programs.

The Dallas County Juvenile Department would like to use the enhancement funding for gang prevention and intervention programming to benefit the residents at the Lyle B. Medlock Residential Treatment Center (Medlock RTC). Medlock RTC provides highly structured care and supervision for males ages 13 through 17 who have committed offenses that require secure placement.

The purpose of this brief is to seek Juvenile Board approval to execute the appended Memorandum of Understanding with Herrera & Associates to provide *Positive Passage Program* at Medlock RTC.

Herrera & Associates is a nationally recognized consulting firm that has provided training and direct services on youth violence reduction and gang prevention and intervention for over 27 years. The training and services provided are based on the evidence-based strategies of the *Positive Passage Program* developed by Herrera & Associates.

Herrera & Associates has a long history of partnerships and collaborative efforts with probation departments, youth facilities, school districts and other community organizations in the Dallas/Fort Worth Metroplex and parts of Oklahoma.

The *Positive Passage Program* is a youth violence reduction and gang prevention and intervention program specifically designed as a thinking curriculum to help at-risk and gang-involved youth build a repertoire of skills to deal effectively with challenging and stressful situations by identifying and correcting faulty thoughts, expectations, perceptions, and beliefs to produce healthy positive choices. The evidence-based strategies of the *Positive Passage Program* are aligned with the best practices recommended by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Anti-gang Model that includes prevention, intervention, and enforcement strategies.

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

**Strategic Plan Compliance:**

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

**Legal Information:**

The Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers, has approved the appended MOU as to form. Forms 1295 and Tile VI have been completed per requirements.

**Performance Impact Measures:**

The *Positive Passage Program* curriculum provides physically-empowering lessons to develop positive self-esteem, positive mood-altering exercises and methods to manage and deal with stress. It engages youth in self-discovery exercises to improve socialization and academic skills, and provides additional methods to embrace acceptable family, school, and community relationships. It teaches values, character and acceptable behavior thru the use of various structured activities and role-playing, and demonstrates reasons and ways of avoiding inappropriate behavior in self (anger, violence and gang participation), family, school, community and society at large.

Upon program completion, all participants will receive pre and post evaluations from the *Positive Passage Program* curriculum.

**Financial Impact:**

The anticipated *Positive Passage Program*, facilitated by Herrera & Associates, will be supported by the Texas Juvenile Justice Department's Regional Service Enhancement Projects grant totaling \$5,000.00. Herrera & Associates will invoice the Department at \$450/week for 10 weeks and \$250/week for 2 weeks. If the full six-week rotation is not completed, the Department will pay \$150/completed session. The complete cost of the training will not exceed \$5,000 for the contract period. The allocated amount includes programming and all materials. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Project Schedule/ Impact on Operations:**

The anticipated programming will be implemented upon final execution of the Memorandum of Understanding. This agreement will be from February 1, 2019, to April 30, 2019. The projected schedule will consist of three sessions per week (Wednesday, Saturday and Sunday; time TBD), in two 6-week rotations (1.5 hours' time frame per session) at the Lyle B. Medlock Residential Treatment Center located at 1508-B E. Langdon Road, Dallas, Texas 75241. Each 6-week rotation will have a maximum of 15 participants.

**Recommendation:**

It is recommended that the Dallas County Juvenile Department approve the Memorandum of Understanding with Herrera & Associates to provide *Positive Passage Program* programming at Medlock RTC.

**Recommended by:**

  
\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**DALLAS COUNTY JUVENILE DEPARTMENT**  
**And**  
**HERRERA & ASSOCIATES**  
**For**  
**POSITIVE PASSAGE PROGRAMMING**  
**At**  
**LYLE B. MEDLOCK RESIDENTIAL TREATMENT CENTER**

This Memorandum of Understanding (MOU), effective from February 1, 2019 to April 30, 2019, is entered by and between the Dallas County Juvenile Department (DCJD) and Herrera & Associates.

Herrera & Associates is a nationally recognized consulting firm that has provided training and direct services on youth violence reduction and gang prevention and intervention for over 27 years. The training and services provided are based on the evidence-based strategies of the *Positive Passage Program* developed by Herrera & Associates.

Herrera & Associates has a long history of partnerships and collaborative efforts with probation departments, youth facilities, school districts and other community organizations in the Dallas/Fort Worth Metroplex and parts of Oklahoma. Herrera & Associates provided Gang Prevention and Intervention training to the Dallas County Juvenile Department staff in March 2003.

This MOU pertains to gang prevention and intervention programming, *Positive Passage Program*, to be offered at the Lyle B. Medlock Treatment Residential Treatment Center.

The *Positive Passage Program* is a youth violence reduction and gang prevention and intervention program specifically designed as a thinking curriculum to help at-risk and gang involved youth build a repertoire of skills to deal effectively with challenging and stressful situations by identifying and correcting faulty thoughts, expectations, perceptions, and beliefs to produce healthy positive choices. The evidence-based strategies of the *Positive Passage Program* are aligned with the best practices recommended by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Anti-gang Model that includes prevention, intervention, and enforcement strategies.

**INCORPORATED DOCUMENTS**

All documents below are incorporated herein by reference. Herrera & Associates agrees to provide Services in the implementation and operation of the *Positive Passage Program* as described in the following:

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

**ORDER OF PRECEDENCE**

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

**SCOPE OF WORK**

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

## ASSURANCES

1. Herrera & Associates understands that under no circumstances should individuals working on behalf of Herrera & Associates, 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. Herrera & Associates understands that the names of individual working on behalf of Herrera & Associates, 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. Herrera & Associates understands that individuals involved in the *Positive Passage Program* on behalf of Herrera & Associates must successfully complete the Dallas County Juvenile Detention Center's volunteer training program.
4. Herrera & Associates must ensure that staff involved in the Program, hold current certification in (1) Cultural Sensitivity; (2) Management of Aggressive and Violent Behavior; and (3) Standard First Aid and Cardiopulmonary Resuscitation.
5. Herrera & Associates understands that individuals working on behalf of Herrera & Associates, 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. Herrera & Associates understands that individuals working on behalf of the Herrera & Associates, 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. Herrera & Associates will supply all materials, equipment and durable goods necessary to the program.
8. Dallas County, along with the Dallas County Juvenile Department allocated funds in the amount of \$5,000.00 from Grant R(2): Texas Juvenile Justice Department Regional Service Enhancement Project to support Herrera & Associates.
10. Total payment for FY2019 will not exceed five thousand dollars (\$5,000) for two: 6-week rotations. County's payment will be due monthly to Herrera & Associates, final payment no later than April 30, 2019. If in the event not all six sessions are complete during rotation, a payment of \$150.00 per completed session will be paid. At the conclusion of the fiscal year, Herrera & Associates will provide the County, via the Juvenile Department with a document comparing payments to actual cost incurred, and actual revenue received (if any).
11. Dallas County will make payment to Herrera & Associates upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
12. Dallas County's payment will be due to Herrera & Associates within thirty (30) days of receipt of an invoice for the appropriate amount.



13. Herrera & Associates 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 MOU 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. Herrera & Associates agrees to spend all funds as represented in the Grant R(2): Texas Juvenile Justice Department Regional Service Enhancement Project.

15. Herrera & Associates 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 CJD Grant funds once the organization ends programming with the Dallas County Juvenile Department. Electronic monitoring items are excluded from this provision.

16. Herrera & Associates 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, 2019 to April 30, 2019.

#### **TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

#### **CERTIFICATE OF INTERESTED PARTIES 1295**

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

#### **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 MOU by the person or persons on behalf of their respective governmental entity, state governmental entity or company serves as verification.

## **INSURANCE**

It is Herrera & Associates responsibility to ensure that it has and maintains the following insurance policies with the limits specified being the minimum:

**Comprehensive General Liability (CGL)** – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate inclusive of the following: Personal, Advance Injury or Death, Medical Expenses, Damages to Premises and Products/Completed Operations.

**Comprehensive Automobile Insurance (CAI)** – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

**Workers Compensation or Employers Liability (if one employee or more)** – Per State Statute or \$500,000 per employee each accident, each disease, etc.

**Professional Liability Insurance (Errors and Omission) if performing counseling, medical or services requiring a license** – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

**Optional Insurance:**

**Umbrella (Excess) Liability** – Limit \$1,000,000 per occurrence, \$2,000,000 Aggregate.

## **INDEMNIFICATION**

Herrera & Associates, to the fullest extent allowed by law, agrees to indemnify and hold harmless DALLAS COUNTY, Dallas County Juvenile Board, Dallas County Juvenile Department, its assignees, 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 Herrera & Associates in performance of this MOU 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 MOU 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 MOU.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the \_\_\_\_\_ day of January, 2019.**

**DALLAS COUNTY JUVENILE BOARD:**

**HERRERA & ASSOCIATES:**

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

BY:   
Alfonso Herrera, Chief Executive Officer  
Herrera & Associates

**RECOMMENDED:**

BY: \_\_\_\_\_  
Darryl A. Beatty, Executive Director  
Dallas County Juvenile Department

**APPROVED AS TO FORM:**

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

**ATTACHMENT A**  
**Contract Specifications for**  
**Memorandum of Understanding between Dallas County Juvenile Department and Herrera & Associates for Positive Passage Programming at Lyle B. Medlock Residential Treatment Center**

February 1, 2019 to April 30, 2019

- I. COST: \$5,000.00 for a total of two: 6-week rotations (see below per six-week rotation)**  
10 weeks at \$450.00/week  
2 weeks at \$250/week.

**II. PROGRAM SCHEDULE:**

- A. Service Week: Three sessions per week (six (6) weeks total) – 2 rotations
- B. Service Hours: Wednesday, Saturday, and Sunday; Time: TBD (1.5 hours)
- C. Service Delivery Location: 1508-B Langdon Road, Dallas, Texas 75241
- D. Number of Youth in each Six (6) week Rotation: Minimum of 12, up to 15

**III. PROGRAM COMPONENTS**

- A. Positive Passage Program curriculum  
Frequency: Three session per week, in two: 6-week rotations - 1.5 hours' time frame  
Six weeks x 1.5 hours x 3 sessions/week = 27 hours per rotation
- B. The program covers the following topics: Gang Prevention and Intervention, Neuroplasticity, Stressors, Ecology of Education, Poverty, Trauma, Restorative Justice and Cultural Diversity.

**IV. PROGRAM MECHANICS**

- A. **Length of stay:** N/A
- B. **Holiday Schedule:** Varies based on needs
- C. **Summer Schedule:** N/A
- D. **Transportation:** N/A
- E. **Meals/Snacks:** N/A

**V. DIRECT CARE STAFF**

**All positions require:**

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

**VI. EDUCATION STAFF**

- Ed.M. Prevention Science and Practice, Harvard Graduate School of Education

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  
Renaissance Tower  
1201 Elm Street, 23<sup>rd</sup> Floor  
Suite 2300-B

Dallas, Texas 75270  
(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.htm](http://www.dallascounty.org/department/HR/title_vi.htm) 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](http://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: Alfonso Herrera



Signature, Authorized Representative of Contractor

11 / 8 / 2018

Date

CEO, Herrera Assoc.

Title



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
 2018-423788

Date Filed:  
 11/08/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Herrera & Associates  
 Corinth, TX United States

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

Dallas County Juvenile Department

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

JB-77  
 Positive Passage Programming

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Herrera, Alfonso	Corinth, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is Alfonso Herrera and my date of birth is 1/28/1961

My address is 3378 Forest Glen Dr Corinth Tx 76210 Denton  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Tx, on the 8<sup>th</sup> day of Nov, 2018  
(month) (year)

  
 Signature of authorized agent of contracting business entity  
 (Declarant)

JUVENILE BOARD ORDER

ORDER NO: 2019 –XXX

DATE: January 28, 2019

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> of January 2019, 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 Department was awarded enhancement funding for intervention programming from the Texas Juvenile Justice Department’s (TJJD) Regional Service Enhancement Project R(2)2018-19 Biennium grant. The Regional Services Enhancement Projects are intended to enhance probation programs and services in each region of the state to increase the likelihood that the needs of the youth are met closer to their community. The objective of the Regional Services Enhancement Project is to increase the availability of evidence-based, intensive community-based, residential, reentry, and aftercare programs; and

**WHEREAS,** the Dallas County Juvenile Department would like to use the enhancement funding for gang prevention and intervention programming to benefit the residents at the Lyle B. Medlock Residential Treatment Center (Medlock RTC). Medlock RTC provides highly structured care and supervision for males ages 13 through 17 who have committed offenses that require secure placement; and

**WHEREAS,** the Dallas County Juvenile Department seeks Juvenile Board approval to execute the appended Memorandum of Understanding with Herrera & Associates to provide *Positive Passage Program* at Medlock RTC; and

**WHEREAS,** Herrera & Associates is a nationally recognized consulting firm that has provided training and direct services on youth violence reduction and gang prevention and intervention for over 27 years. The training and services provided are based on the evidence-based strategies of the *Positive Passage Program* developed by Herrera & Associates; and

**WHEREAS,** Herrera & Associates has a long history of partnerships and collaborative efforts with probation departments, youth facilities, school districts and other community organizations in the Dallas/Fort Worth Metroplex and parts of Oklahoma; and

**WHEREAS,** the *Positive Passage Program* is a youth violence reduction and gang prevention and intervention program specifically designed as a thinking curriculum to help at-risk and gang-involved youth build a repertoire of skills to deal effectively with challenging and stressful situations by identifying and correcting faulty thoughts, expectations, perceptions, and beliefs to produce healthy positive choices. The evidence-based strategies of the *Positive Passage Program* are aligned with the best practices recommended by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) Anti-gang Model that includes prevention, intervention, and enforcement strategies; and

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

- WHEREAS,** the Juvenile Department's Administrative Legal Advisor, Ms. Denika Caruthers, has approved the appended MOU as to form. Forms 1295 and Tile VI have been completed per requirements; and
- WHEREAS,** the *Positive Passage Program* curriculum provides physically-empowering lessons to develop positive self-esteem, positive mood-altering exercises and methods to manage and deal with stress. It engages youth in self-discovery exercises to improve socialization and academic skills, and provides additional methods to embrace acceptable family, school, and community relationships. It teaches values, character and acceptable behavior thru the use of various structured activities and role-playing, and demonstrates reasons and ways of avoiding inappropriate behavior in self (anger, violence and gang participation), family, school, community and society at large. Upon program completion, all participants will receive pre and post evaluations from the *Positive Passage Program* curriculum; and
- WHEREAS,** the anticipated *Positive Passage Program*, facilitated by Herrera & Associates, will be supported by the Texas Juvenile Justice Department's Regional Service Enhancement Projects grant totaling \$5,000.00. Herrera & Associates will invoice the Department at \$450/week for 10 weeks and \$250/week for 2 weeks. If the full six-week rotation is not completed, the Department will pay \$150/completed session. The complete cost of the training will not exceed \$5,000 for the contract period. The allocated amount includes programming and all materials. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager; and
- WHEREAS,** the anticipated programming will be implemented upon final execution of the Memorandum of Understanding. This agreement will be from February 1, 2019, to April 30, 2019. The projected schedule will consist of three sessions per week (Wednesday, Saturday and Sunday; time TBD), in two 6-week rotations (1.5 hours' time frame per session) at the Lyle B. Medlock Residential Treatment Center located at 1508-B E. Langdon Road, Dallas, Texas 75241. Each 6-week rotation will have a maximum of 15 participants; and
- WHEREAS,** it is recommended that the Dallas County Juvenile Department approve the Memorandum of Understanding with Herrera & Associates to provide *Positive Passage Program* at the Lyle B. Medlock Residential Treatment Center.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Dallas County Juvenile Board approves Memorandum of Understanding with Herrera & Associates to provide *Positive Passage Program* at the Lyle B. Medlock Residential Treatment Center.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



# ACTION ITEM

J.



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 29, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2019 for Culinary Arts Vocation Class Support and Welding Vocation Class Support

**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 14, 2019, meeting, YSAB approved an allocation for two departmental initiatives, the Culinary Arts Vocation Class Support and Welding Vocation Class Support.

The purpose of this brief is to request approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2019.

1. *Culinary Arts Vocation Class Support* -- \$1153.36

The Culinary Arts Vocation Class Support aims to assist in the exposure of 22 young girls at Letot Residential Treatment Center to a vocation experience where they can learn about careers and receive training and certification. Successful students will leave with one or more certificates, as well as high school credit. There will also be a job placement component. The award will be utilized to purchase Food Handler's Licenses and Texas State identification cards. The goal is for youth to increase prosocial skills and gain increased employment opportunities.

2. *Welding Vocation Class Support* -- \$2319.40

The Welding Vocation Class Support, in collaboration with Youth With Faces, aims to assist 8 to 10 young men at the Dallas County Youth Village in gaining a vocation experience through an Introduction to Welding course, in conjunction with Dallas County Community College District. The students will have an opportunity to gain high school credit, as well as four possible certifications to include: OSHA certification, Blueprint Reading certification, Forklift Operator certification, and Welding certification. Youth With Faces will provide funding instruction costs, course hours, equipment and instructional materials. The YSAB funding will be utilized to purchase Texas Identification cards, safety toe boots, and cover the American Welding Society (AWS) processing fees. Along with the vocation class exposure, students will be taught Workforce Readiness, and participate in groups focused on cognitive behavior

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

skills and real life workplace scenarios such as accepting criticism or conflict resolution. The goal is for students to improved behavior and gain long-term workplace readiness.

**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 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 Culinary Arts Vocation Class Support initiative will receive \$1153.36, and the Welding Vocation Class Support initiative will receive \$2319.40. The new allocations will bring the FY2019 total to \$309,553.76. 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 measures outcomes.

**Project Schedule/Implementation:**

All initiatives and programs will take place during fiscal year 2019.

**Recommendation:**

The Department respectfully requests the Dallas County Juvenile Board approve the Youth Services Advisory Board's recommendation for a juror fund allocation for FY2019 in the amount of \$3,472.76.

**Recommended by:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

**JUVENILE BOARD ORDER**

**ORDER NO:** 2019-XXX

**DATE:** January 29, 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 29<sup>th</sup> day of January, 2019, 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 14, 2019, meeting, YSAB approved an allocation for two departmental initiatives, the Culinary Arts Vocation Class Support and Welding Vocation Class Support; and

**WHEREAS,** the Juvenile Department requested approval of the Youth Services Advisory Board (YSAB) Juror Fund Recommendation for Fiscal Year 2019; and

**WHEREAS,** the Culinary Arts Vocation Class Support is requesting \$1153.36. The Culinary Arts Vocation Class Support aims to assist in the exposure of 22 young girls at Letot Residential Treatment Center to a vocation experience where they can learn about careers and receive training and certification. Successful students will leave with one or more certificates, as well as high school credit. There will also be a job placement component. The award will be utilized to purchase Food Handler's Licenses and Texas State identification cards. The goal is for youth to increase prosocial skills and gain increased employment opportunities; and

**WHEREAS,** the Welding Vocation Class Support is requesting \$2319.40. The Welding Vocation Class Support, in collaboration with Youth With Faces, aims to assist 8 to 10 young men at the Dallas County Youth Village in gaining a vocation experience through an Introduction to Welding course, in conjunction with Dallas County Community College District. The students will have an opportunity to gain high school credit, as well as four possible certifications to include: OSHA certification, Blueprint Reading certification, Forklift Operator certification, and Welding certification. Youth With Faces will provide funding instruction costs, course hours, equipment and instructional materials. The YSAB funding will be utilized to purchase Texas Identification cards, safety toe boots, and cover the American Welding Society (AWS) processing fees. Along with the vocation class exposure, students will be taught Workforce Readiness, and participate in groups focused on cognitive behavior; 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 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 Culinary Arts Vocation Class Support initiative will receive \$1153.36, and the Welding Vocation Class Support initiative will receive \$2319.40. The new allocations will bring the FY2019 total to \$309,553.76. 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; and
- WHEREAS,** all initiatives and programs will take place during fiscal year 2019.

**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 FY2019 in the amount of \$3,472.76.

**DONE IN OPEN BOARD MEETING** this 29nd day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board





**ACTION ITEM**

**K.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Professional Services Agreement with Positive Steps, Inc., for Residential Sex Offender Treatment Services for Females

**Background of the Issue:**

The Dallas County Juvenile Department historically contracts with community-based providers for standard residential services. The Juvenile Board approved the Juvenile Department's request to enter into a Professional Services Agreement (PSA) with Positive Steps, Inc. (PSI), on October 22, 2018, through Juvenile Board Order No. 2018-114, for the provision of residential sex offender treatment for a female juvenile in need of treatment at that time. Subsequent to that action, the Juvenile Department identified a second female juvenile requiring residential sex offender treatment. Positive Steps has reviewed the referral information on this youth and indicated that the facility can meet the youth's residential treatment needs. In order for this youth to be admitted into PSI, a new PSA must be executed.

The Department anticipates a greater need for the specific services offered by PSI. Thus, rather than entering into a new PSA with PSI as these youth are identified, the Juvenile Department believes it is in the best interest of the youth and Dallas County to enter into a PSA with PSI for the provision of residential sex offender treatment for all female Dallas County juveniles who meet the admission criteria and are deemed appropriate for admission by PSI. Such an agreement will expedite the youth's admission into the facility and will eliminate the delays caused by the contract execution process.

Female sex offender treatment has been identified by the Juvenile Department as a service of critical need. The Department solicited proposals for this and other needed services through the release of Request for Proposals (RFP) No. 2019-017-6781, on January 10, 2019. This briefing seeks the Juvenile Board's approval to execute a professional services agreement with Positive Steps, Inc., for the provision of residential sex offender treatment for all female Dallas County juveniles that meet the criteria for admission into Positive Steps, Inc.

**Impact on Operations and Maintenance:**

Contract Services will monitor the PSA, review the program and evaluate its effectiveness. Financial audits and site reviews will be conducted to ensure quality programming and contract compliance.

**Strategic Plan Compliance:**

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

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

**Legal Impact:**

Dallas County policies permit departments to enter into professional services agreements, apart from the Request for Proposals (RFP) process, when the services sought are not available from the currently contracted providers. The professional services agreement has been developed by Contract Services and approved as to form by Administrative Legal Advisor, Denika Caruthers. The signatures of the Chairman of the Juvenile Board and the Dallas County Judge are required on the PSA documents. The PSA is included in this brief as Attachment One. In addition, Forms 2270, 1295 and Title VI have been completed per requirements.

**Financial Impact/Considerations:**

The PSA with PSI will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD). The per diem rate for reimbursement under the PSA will be \$277.37, per youth. This financial information has been reviewed and approved by Ms. Carmen Williams, Budget Manager.

**Project Schedule/Implementation:**

If approved, the PSA will become effective upon final execution of the agreement documents. The PSA will terminate on September 30, 2019.

**Recommendation:**

The Juvenile Department recommends that the Dallas County Juvenile Board approve the request to enter into a second professional services agreement with Positive Steps, Inc. for the provision of sex offender treatment for all female Dallas County juveniles who meet the admission criteria and are deemed appropriate for admission by PSI. It is further recommended that the Juvenile Board authorize the Chairman of the Juvenile Board to sign the professional services agreement documents on behalf of the Juvenile Board.

**Recommended by:**

  
\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

THE STATE OF TEXAS           §  
  §  
  §  
THE COUNTY OF DALLAS       §

**PROFESSIONAL SERVICES AGREEMENT**

**Between**

**DALLAS COUNTY  
("County")**

**And**

**POSITIVE STEPS, INC.  
("Contractor")**

**1. PURPOSE:**

This Agreement is entered into by and between Dallas County (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court"), and Positive Steps, Inc. (hereinafter, "Contractor" or "PSI"), under authority of Texas Local Government Code § 262.024(a)(4), for certain professional services") to adjudicated juvenile offenders (the "Clients" or the "youth") at Positive Steps, Inc. (the "Program" or the "facility") as described in the Scope of Services Section below in this Agreement.

**2. TERM:**

The term of this agreement shall be from the date of final execution of the contract documents until September 30, 2019.

**3. INCORPORATED DOCUMENTS:**

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

- A. ("Exhibit A"), Attachment A-1, Service Levels;
- B. ("Exhibit B"), Attachment A-2, Residential Service Locations;
- C. ("Exhibit C"), Attachment A-3, Contracted Components of Care; and
- D. ("Exhibit D"), Attachment A-4, Prison Rape Elimination Act  
Subpart D--Standards for Juvenile Facilities Prevention Planning

**4. ORDER OF PRECEDENCE:**

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

**5. SCOPE OF WORK:**

- A. Contractor agrees to provide the following Services, which shall be limited to alleged or adjudicated juvenile offenders (Clients) in licensed or Juvenile Board certified child care facilities which meet the requirements of 59.0007(a)(1) or 59.008(a)(1) of the Texas Family Code.
  - 1. Residential Child Care Services, i.e., room, board, competent supervision, access to an accredited educational program and counseling as defined by the applicable State of Texas Health and Human Services Commission and Criminal Justice Division Service Levels of Care ("the Services").
- B. Contractor agrees to meet all the service indicators for the service level(s) of care listed in Attachment A-1 (Exhibit A).
- C. Contractor agrees to provide Services as dictated in Attachment A-3 ("Exhibit C"), Contracted Components of Care.
- D. Contractor agrees that Services will be provided at Contractor facilities listed in Attachment A-2 (Exhibit B), of which, all of the above are hereby incorporated by reference as a part of this Contract.
- E. Sex offender treatment services shall be provided by a Licensed Sex Offender Treatment Provider (LSOTP).
- F. Treatment services will be individualized, based on the specific identified needs of the youth with the most problematic factors being given priority. The youth's long term treatment goals will be as follows:
  - 1. The youth will have no more victims.
  - 2. The youth will acceptance full responsibility for any and all offensive/abusive behaviors.
  - 3. The youth will develop an understanding of herself in relation to the offensive behavior(s), and how the offensive behavior(s) have harmed the victim and others.
  - 4. The youth will learn the difference between deviant and positive sexuality and will not engage in deviant sexuality.
  - 5. The youth will learn and utilize self-control techniques.
  - 6. The youth will develop a healthy, prosocial, and appropriate perception of herself and others in relation to sexual behavior, will develop positive cognitive patterns, and will develop tools necessary to deter future offensive behaviors.
- G. Sex Offender Treatment

1. Sex offender treatment services for female juveniles will be delivered in an individual, group and family treatment format, as deemed appropriate based on the individual needs of the youth and family.
2. Sex offender treatment services will include, but are not limited to:
  - (a) Intake/Assessment – This process will include, but is not limited to: an in-depth intake with the youth and the youth’s parents/guardians, a review of all collateral reports, psychosexual testing, a forensic risk assessment focusing on sexual and violent risk and the identification of individual dynamic risk factors of the youth.
  - (b) Treatment – The objectives of treatment include 1) acceptance of responsibility for offense; 2) learning about the offense cycle and how sexually abusive behaviors occur; 3) revealing of sexual history; and 4) learning basic self-control techniques and when to use them.
  - (c) Reassessment – Upon successful completion of core treatment, the juvenile will be reassessed to determine her need for continued treatment. An instant offense or sexual history polygraph examination will be conducted to verify honesty and compliance with treatment and overall program requirements. Further assessments of deviant arousal, distorted thinking, self-management, emotional functioning, and interpersonal functioning will be conducted for use in the development of a new treatment plan. Subsequent polygraph examinations will be conducted to determine the impact of treatment and further verify honesty and compliance.
  - (d) Supplementary Treatment - The youth’s additional individual needs will be prioritized, the primary need will be targeted for treatment, and a specific, individualized intervention will be utilized to help the juvenile address the identified need. This phase of treatment provides the juvenile with more in-depth work in each target area to ensure that her individual needs are met.
  - (e) Reassessment/Continued Treatment – Upon successful completion of supplementary treatment, the juvenile will be reassessed to identify the continued presence of risk factors, as well as additional risk factors. The youth will be given additional therapeutic assignments to address those risk factors. This will continue until the youth has addressed all individual needs identified.
  - (f) Transition and Relapse Prevention – Upon successful completion of all treatment needs, the juvenile will be provided supportive therapy and case management until returning to the community. If needed, appropriate referrals for continued aftercare will be made.

- (g) Parent Training: Parent training will be provided to the youth's parent(s)/guardians(s) while the youth is in treatment at the facility. The training will be offense-specific and will be designed to teach parent(s)/guardian(s) about all phases of treatment, and to help them develop the skills and knowledge necessary to support and encourage their child during and after completion of the program.

H. Quarterly Case Staffing Sessions

Contractor agrees to participate in case staffing sessions with the Juvenile Department's Clinical Services Division at least on a quarterly basis while the client is in treatment at the facility. Required participants include the youth's LOSTP, and other counselors and case managers responsible for providing services to the youth.

**6. REPORTING AND ACCOUNTABILITY:**

- A. Each individual Client placed with Contractor shall have a written initial individualized treatment plan (ITP) completed by the appropriate Contractor staff within seventy-two (72) hours of the time of admission to placement. A copy of the initial ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten days of the time of admission.

- B. A full ITP shall be completed by the appropriate Contractor staff with input from the Client and the Client's probation officer within forty (40) days of the date of admission. A copy of the full ITP must be received by the Juvenile Department's placement specialist and the probation officer within ten (10) days of its completion.

A review of the full ITP must be conducted at reasonable intervals, not to exceed ninety (90) days, and copies must be received by Juvenile Department's assigned probation officer within ten (10) days of the date of completion. The ITP review shall include the evaluation of the services to date, that have been provided to the Client in each domain or function; and shall identify any additional need for special services or programs that has arisen since the previous service plan was developed.

- C. The full ITP shall contain the reasons why the placement will benefit the Client; shall give an estimate of the length of time the client will remain in care; shall specify behavioral goals and objectives being sought for each Client; shall state how the goals and objectives are to be achieved (the "Services") in Contractor placement; shall provide specific instructions for staff; shall provide a transition plan; and shall provide documentation of the plan having been shared with the client and the client's parents or managing conservator to assist in preventing or controlling the Client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code and the client's care to date. The ITP shall be structured to meet all treatment goals within the timeframe stipulated at the time of admission.

- D. A monthly progress report, in a format approved by the Juvenile Department, must be completed on the client for each calendar month that the client is in placement at the facility. The purpose of this report is to identify client's progress or lack of progress on

specified goals and objectives addressed in the treatment plan. The monthly progress report and copies of all incident reports for the reporting period shall accompany the contractor's reimbursement request for the respective month.

- E. If a Client in placement at Contractor facility makes an unauthorized departure, becomes seriously injured or ill, commits a penal code violation, or is involved in an incident that Contractor considers seriously jeopardizes continued placement, Contractor shall immediately notify the Juvenile Department's residential contracts manager, Client's probation officer, the probation officer's supervisor if the probation officer is not available or, if not during regular Juvenile Department business hours, Juvenile Department's Detention Intake Screening Unit (214-698-4316). Contractor shall also ensure that the Client's parents/guarding and, when appropriate, other authorities, including the Texas Department of Protective and Regulatory Services and/or local law enforcement officials are notified by phone. When notifying the parents/guardians of an incident, the Contractor shall include the name of the staff member who notified the parent and the specific date(s) and time(s) when the notification happened. Contractor shall forward a written incident report regarding the above on a Juvenile Department Serious Incident Report form to the residential contracts manager and Client's probation officer within two (2) working days.

The following clarifications pertain to reportable incidents:

1. Seriously injured or ill is defined as any illness or injury sustained accidentally, intentionally or recklessly or otherwise that requires medical treatment beyond basic first aid up to and including hospitalization.
  2. Medical Treatment is defined as medical care, including diagnostic testing (e.g., x-rays, laboratory testing, etc.), performed or ordered by a physician or physician assistant or performed by a licensed nurse practitioner, emergency medical technician, paramedic, registered nurse (RN), or licensed vocational nurse (LVN) according to their respective licensure.
  3. Any "delinquent conduct" that the Contractor considers will seriously jeopardizes continued placement is defined by the Juvenile Justice Code as conduct, other than a traffic offense, which violates a penal law of the state of Texas and is punishable by imprisonment or by confinement in jail; or a violation of a reasonable and lawful order which was entered by a juvenile court. In general, juvenile delinquency under Texas law results from either violation of the Texas Penal Code or violation of conditions of probation.
- F. If a Client alleges child abuse, or abuse is suspected for any reason, it must be immediately reported by Contractor following all procedures outlined above in Section 8, Paragraph E. of this Contract.



- G. Contractor will allow Clients unrestricted use of a telephone to make calls to their probation officer to register grievances against Contractor or any individual. Contractor will also ensure privacy of conversations between the Client and Juvenile Department staff at the request of either party.
- H. Contractor will notify the Juvenile Department's Contract Services in writing within two (2) working days of any pending allegations of abuse or other investigations involving Contractor facility staff and/or that may impact Contractor facility licensing.
- I. Unless otherwise stipulated by the Client's probation officer, the Client may visit freely with parents and relatives at Contractor facility in accordance with established written Contractor policies.
- J. Contractors will be evaluated to determine the quality and effectiveness of Services. Program evaluations will include, but are not limited to the following criteria:
1. Rate of Recidivism for Successful Discharges
  2. Rate of Successful Discharges
  3. Average Length of Stay for Successful Discharges
  4. Site Review Results (Quality of Services)
  5. Frequency/Severity of Substantiated Complaints
  6. Cultural Competency/Diversity of facility staff
- K. Contractor must obtain written documentation of the approval of the Client's probation officer for any over-night stay away from the residential facility unless it is considered part of the rehabilitation program of the Contractor facility, which is evidenced in Attachment A of this Agreement. Prior written approval must also be received and documented for any home visit. In the event of an emergency overnight-stay, Contractor shall obtain written approval from the Client's probation officer within 72 hours of the Client departing from the facility. Contractor should also inform Dallas County Contract's Manager with regard to a client's over-night stay away from the residential facility.
- Each over-night stay shall last no more than 72 hours without the Contractor requesting an extension of stay in writing from Dallas County. In the event that an extension is requested and documentation is received from Dallas County agreeing to the extension, the Client is permitted to stay up to, but no longer than the number of days of the extension. If this policy is violated, Contractor understands that Dallas County may refuse to pay any and all costs associated with the Client's stay for that period of time.
- L. For clients who are projected to successfully discharge the Contractor's facility, the Contractor must provide the Juvenile Department with a pre-discharge summary, in no later than 30 days prior to the projected discharge date. The summary must be in a Juvenile Department approved format. The language should support the discharge recommendation. The document must be legible and signed by appropriate facility staff.

- M. When a Client is unsuccessfully discharged, Contractor shall complete the Juvenile Department Discharge Report, attach all incident reports relevant to the decision to discharge the Client and provide these to the probation officer at the time of discharge.
- N. Copies of all reports and forms required in this section are to be maintained in the Contractor case file on the Client and available for review at the request of Dallas County.
- O. Penalties for delinquent reporting may include withholding of payments until such time as all reports are received or cancellation of the Contract with no obligation to pay for undocumented Services.

**7. RECORD MAINTENANCE, RETENTION AND OWNERSHIP:**

- A. Reporting. Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.
- B. Access to Records. Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Dallas County, Texas. NOTE: This does not include making copies of confidential client progress notes or files. If this information is needed, a clinical summary of services will be provided to the County in support of their reporting requirements to the state.
- C. Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of County.
- D. Maintenance of Records. Contractor's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request. County shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that that any and all electronic data is compatible with County's ability to record and read such data and Contractor shall provide electronic data in a format compatible with County's information technology capabilities. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Agreement, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's

records, books, and documents.

- E. Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- F. Dallas County Juvenile Department is responsible for closely monitoring the Contractor and the exercise of reasonable care to enforce all terms and conditions of its grants. Contractor agrees to fully cooperate in the monitoring process.
- G. Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Contractor for a minimum of seven (7) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents and/or records begins before the specified period expires, Contractor must keep the records and documents for not less than seven (7) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **Contractor is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

8. **TERMS AND CONDITIONS OF PAYMENT FOR SERVICES:**

All reimbursement requests shall be done in accordance with the per diem rates listed below:

- A. Compensation for Professional Services. Contractor has agreed to be compensated for the services described herein in accordance with the rate structure specified below:
  - 1. For **INTENSE SERVICE LEVEL** and in consideration of the above-mentioned Services, the County agrees to pay Contractor an amount not to exceed **TWO HUNDRED SEVENTY-SEVEN AND 37/100 (\$277.37) DOLLARS** per Client per day.
  - 2. Contractor has agreed to be compensated for each night that the youth is in placement at the facility.
- B. County will only be obligated to pay those funds to Contractor as specified and expended in accordance with this Agreement.
- C. Recognizing that a part of a Client's rehabilitation program may include time away from the residential setting of Contractor, such as weekends, holidays, etc., and that Contractor must retain space for this Client until his return, Juvenile Department will pay Contractor the above agreed upon amount for such regularly scheduled days away from Contractor or its program providing absence from Contractor facility does not

exceed five (5) consecutive days. In recognizing payment for time away from residential setting of Contractor, Contractor agrees to pay for all costs associated with round trip transportation for Client. This provision does not apply to Clients receiving Emergency Care.

- D. If a Client who has made an unauthorized departure from Contractor facility returns to the program within three (3) days of unauthorized departure, Contractor shall receive payment for those days the Client was absent from Contractor facility, but not to exceed to three (3) days payment. If the Client does not return to Contractor within three (3) days of unauthorized departure, the date of his departure shall be considered the discharge date for reimbursement purposes. This provision does not apply to Clients receiving Emergency Care.
- E. Contractor is under no obligation to retain space for the Client in unauthorized departure situations. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- F. If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Contractor for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Contractor shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Contractor must notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Contractor shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.
- G. Juvenile Department does not expect Contractor to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- H. Contractor agrees to submit complete, fully documented and accurate itemized invoices with appropriate documentation in an approved format as required by the County, by the 5<sup>th</sup> business day following the last day of the month in which the service is provided.
- I. Contractor's invoices shall be fully documented in accordance with specifications.

- J. Payment will be made to Contractor by County upon receipt of a verified and proper billing for services actually rendered. Any payments by County to Contractor may be withheld if the Contractor fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Contractor's performance of work and services under this Agreement. County shall pay Contractor only for those costs that are allowable under applicable rules, regulations, and grant as stated in this Agreement. County shall have the right to withhold all or part of any payments to the Contractor to offset any reimbursement made to Contractor for ineligible expenditures, undocumented units of service billed, etc.
- K. Contractor understands and agrees that invoices submitted more than ninety (90) days after the last day of the month in which the service is provided will not be honored or paid. During the period of the last three (3) months of the term of this Agreement, Contractor may only bill for the preceding month. All billings must be submitted to County within thirty (30) days of expiration or termination of this Agreement. County must approve any exceptions to this billing procedure in writing. All billings must have appropriate supporting documentation before such billings will be approved.
- L. County will make payment to Contractor upon receipt of a verified and proper invoice in accordance with Texas Government Code, Chapter 2251.
- M. County agrees to review Contractor's invoices and will forward payment to Contractor within thirty (30) days of receipt of invoice after County, at its sole discretion, determines that such funds are in fact due and owing.
- N. The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the parties regarding County's payments to Contractor for services rendered under this Agreement.
- O. As a non-federal entity, Contractor, agrees to remain compliant with 2 CFR section 180.300, and confirms that Contractor is not suspended or debarred or otherwise excluded from participating in this transaction. Contractor agrees that Dallas County may collect certification at any time.

**9. BILLING AND REIMBURSEMENT:**

- A. All reimbursement requests shall be done in accordance with the per diem rates listed in Section 8. A. of this Contract.
- B. Reimbursement for a client who has been certified for Title IV-E, the County agrees to pay the Contractor based on the Texas Department of Family and Protective Services (TDFPS) Service Levels Of Care Rates as currently effective or subsequently amended or at the rate stated in Section 8. A. of this contract, whichever is greater. Juvenile Department will notify Contractor when a client in their care is certified for Title IV-E reimbursement.
- C. It is understood by all parties that payment obligations created by this Contract are conditioned upon the availability of County, State or Federal funds appropriated or

allocated for the payment of such obligations.

- D. Requests for reimbursement must be received by Juvenile Department no later than five (5) working days after the last day of the month for which the services were rendered. Reimbursements requests shall be submitted on forms provided by Juvenile Department and contain the name of the Client(s), the service level of care, per diem rate, beginning and ending dates, and the number of days in the month for which payment is requested. Payment will be made to Contractor by Juvenile Department within thirty (30) days of receipt of request for reimbursement. Payment will be made for the date of the Client's admission and not for the date of discharge.
- E. In the event that Juvenile Department determines through an audit or other means that Contractor has failed to provide proper documentation to show the actual provision of Services necessary to meet the indicators for the designated service level of care, Juvenile Department may, for the entire period for which the failure to provide adequate Services or documentation has occurred, adjust reimbursement for such Client or Clients to a fee for service determined solely by Juvenile Department.
- F. Recognizing that a part of a Client's rehabilitation program may include time away from the residential setting of Contractor, such as weekends, holidays, etc., and that Contractor must retain space for this Client until his return, Juvenile Department will pay Contractor the above agreed upon amount for such regularly scheduled days away from Contractor or its program providing absence from Contractor facility does not exceed five (5) consecutive days. In recognizing payment for time away from residential setting of Contractor, Contractor agrees to pay for all costs associated with round trip transportation for Client.
- G. If a Client who has made an unauthorized departure from Contractor facility returns to the program within three (3) days of unauthorized departure, Contractor shall receive payment for those days the Client was absent from Contractor facility, but not to exceed to three (3) days payment. If the Client does not return to Contractor within three (3) days of unauthorized departure, the date of his departure shall be considered the discharge date for reimbursement purposes.
- H. Contractor is under no obligation to retain space for the Client in unauthorized departure situations. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.
- I. If a Client requires psychiatric hospitalization, the Juvenile Department will reimburse the Contractor for placement costs up to five (5) days after the Client is admitted into the hospital. If the Client is not stabilized and unable to return to the facility at the end of the five (5) day period, the Contractor shall provide a discharge summary including support documentation from the hospital indicating the Client's diagnosis, current condition, contact information (for hospital, attending psychiatrist, case manager) to the probation officer. In such cases, the discharge status shall be an Administrative Discharge and will be reviewed by administration for approval on a case by case basis. Juvenile Department shall be responsible for the Client's discharge from the medical and/or psychiatric hospital and transportation back to Dallas County. Contractor must

notify the Dallas County Juvenile Department immediately upon the client being admitted into a psychiatric and/or medical hospital so that the Dallas County Juvenile Detention Superintendent can be notified and transportation arrangements be made promptly, if client is not stabilized in five (5) days. The probation officer shall provide written notification of the transportation arrangements and the Contractor shall ensure that all of the Client's belongings are packed and available for pick up by Juvenile Department according to the transportation arrangements provided by the probation officer.

J. Juvenile Department does not expect Contractor to retain the space if the Client does not return to the facility within five (5) days of admission into a medical and/or psychiatric hospital. In no event will Contractor be entitled to reimbursement from Juvenile Department for a space occupied by another Client on the same day.

K. Expenses for Medical and Dental Services:

1. Juvenile Department agrees to provide each Client with medical and dental examinations prior to admission to Contractor facility as required by the Texas Department of Protective and Regulatory Services or other Contractor licensing body. Contractor agrees to pay for subsequent periodic medical and dental examinations as required.

2. Contractor shall be responsible for obtaining Medicaid coverage on all Clients placed in Contractor's non-secure residential facility.

3. Juvenile Department agrees to reimburse Contractor or health care providers for any medical and/or dental expenses incurred by Clients placed under this Contract if:

(a) Contractor demonstrates that an effort has been made to obtain the services without cost to the Juvenile Department through Medicaid, other private or public funding available to the Client (Contractors located within Dallas County are required to utilize Dallas County Juvenile Department, Dallas County Health Department, Parkland Hospital or Parkland satellite clinic facilities) or the Client's parent or guardian; and

(b) Contractor receives written approval for reimbursement from a member of Juvenile Department's Budget Services prior to the services being rendered (approval is specific to each item of cost, not to an incidence of injury or illness, and must be requested each time a Client is to receive services or medication); or

(c) In Contractor's opinion, the services cannot be delayed a sufficient time to comply with (a) and/or (b) above without hardship to the Client and Contractor notifies a member of Juvenile Department's Budget Services staff of the expenditures the next working day after services are provided; and

4. Juvenile Department agrees to pay any bills approved for reimbursement that

are received by Juvenile Department within forty-five days of the date the service is provided with written approval of Budget Services attached.

- L. Juvenile Department agrees to pay for medical or dental treatment for Clients placed with Contractor who had a pre-existing medical condition, unless treatment for the pre-existing condition is part of the rehabilitation program of Contractor. The procedure outlined in Section 9, Paragraph L. 3. (b) above must be followed.
- M. Juvenile Department may refuse reimbursement for any medical expenses resulting from injuries to a Client while in residence resulting, as determined by Juvenile Department, from a lapse in supervision, improper physical restraint by Contractor staff and/or the Contractor failing to provide and maintain a safe and secure environment.

**10. OBLIGATIONS OF JUVENILE DEPARTMENT:**

- A. Juvenile Department shall provide Contractor with the Common Application for placement of Clients in residential care at or before the time of admission to Contractor facility.
- B. Juvenile Department agrees to provide Contractor with all the standardized Juvenile Department forms as requested.
- C. If a Client does not have the required clothing and the Client's parent or legal guardian is unable to provide the clothing, Contractor may request reimbursement for up to **ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00)** per placement for clothing. Prior written approval must be obtained from Juvenile Department Contract Services staff before any purchase of clothing is made. Such requests must list each individual item and their price separately. A copy of the invoice must accompany the request for reimbursement.
- D. Juvenile Department agrees to provide for transportation to Contractor facility at the time of admission and from Contractor facility at the time of discharge. Reimbursement for transportation costs must be approved in advance by a member of Juvenile Department Contract Services staff. Contractor is responsible for all transportation and associated costs related to the care of the Client, including medical and dental visits, and for furloughs from placement. Contractor may request that parents contribute to transportation costs for furloughs from placement but a parent's inability to contribute will not deny a Client's furlough.
- E. Juvenile Department reserves the right to terminate a Client's placement with Contractor at any time.

**11. EXAMINATION OF PROGRAM AND RECORDS:**

- A. Contractor agrees that it will permit Juvenile Department to examine and evaluate its program of Services provided under the terms of this Contract and to review Juvenile Department Client records. This examination and evaluation of the program will include unscheduled site visitations, fiscal audits, observation of programs in operation,



interviews, and administration of questionnaires to the staff of Contractor facility and the Client.

- B. Contractor shall maintain documentation in Client's case file that Services are being provided to meet all service indicators for the Client's designated service level of care, including the minimum services listed in Attachment A-1 (Exhibit A) of this Contract.
- C. Contractor shall provide to Juvenile Department such descriptive information of Contracted Clients as requested on forms provided by Juvenile Department.
- D. Contractor agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of Juvenile Department or the State of Texas, books, documents, and other evidence (the "Records") pertaining to the cost and expenses of this Contract. For the purposes of this Contract, the Records shall include all financial records, child care records, special treatment records, and any and all books, documents and evidence connected with the provision of Services covered under this Contract.
- E. Contractor agrees to provide Juvenile Department with a report of costs incurred in providing residential services relating to this Contract on forms provided by Juvenile Department upon request.

**12. FEE ASSESSMENT:**

- A. Clients or their families shall not be assessed fees for Services by Contractor unless such fee arrangements are specified by the Juvenile Courts of Dallas County. This does not preclude reasonable attempts to seek voluntary contributions from families of Juvenile Department Clients for provision of clothing, personal articles, medical costs, transportation, and funds to assist in supporting a Client's rehabilitation.
- B. Recognizing that family counseling is a vital part of a Client's treatment/rehabilitation plan, Clients or their families shall not be expected to provide telephone cards or assessed fees for expenses related to family therapy in cases where regular family counseling sessions are conducted via telephone and/or web video conferencing due to the facility being inaccessible to the family. All costs pertaining to treatment services are accounted for in the established per diem reimbursement rates.
- C. If a Client is eligible for fiscal support from another State agency or organization, Contractor shall ensure that Juvenile Department is not billed for such fiscal support for which the Client is otherwise eligible.

**13. LICENSING:**

- A. Contractor must be licensed for residential child care by the appropriate licensing agency of the State in which it is physically located. A copy of the required license shall be furnished by Contractor to Juvenile Department prior to referrals being made by Juvenile Department. It is the obligation of Contractor to notify Juvenile Department of the date such license shall terminate or expire. All reimbursement under this Contract shall cease and this Contract shall terminate on the date that required license expires.

- B. All licenses, legal certifications or inspections required for the Services, facilities, equipment, or materials, and all applicable State and Federal laws and local ordinances, must be complied with by the Contractor. Failure to comply with this requirement shall be treated as a default.

**14. CONFIDENTIALITY:**

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

**15. CONFIDENTIAL OR PROPRIETARY MARKING:**

Any information, software, or documents the Contractor uses in the performance of the services

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

**16. INSURANCE AND INDEMNIFICATION:**

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

**General Liability insurance** - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)** for any one (1) occurrence.

**Commercial or Business Auto Liability insurance** - Contractor shall, at all times during the term and at its own expense, keep in full force and effect, Commercial or Business Auto Liability insurance, with minimum limits of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** for Combined Single Limit (each accident).

**Professional Liability Insurance (E&O)** - Contractor shall, at all times during the term of the contract and at its own expense, keep in full force and effect, Professional Liability Insurance, which covers the services to be provided pursuant to the contract. The

minimum limit of liability shall be \$1,000,000.00 per occurrence or claim and \$1,000,000.00 in the aggregate.

- D. **“The Juvenile Board of Dallas County” and “Dallas County” shall be named as additional insured on such policies, and all such policies shall provide for ten (10) days prior written notice to the County prior to amendment, cancellation or termination. Each policy shall contain a Waiver of Subrogation in favor of Dallas County.** Contractor shall be solely responsible for all cost of any insurance as required herein; any and all deductible amounts in any policy; and in the event that an insurance company should deny coverage.

Insurance Certificates: The certificates of insurance shall list Dallas County as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at the 1201 Elm Street, 24th Floor, Suite 2400-B, Dallas, Texas 75270 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

All insurance required to be carried by Contractor and/or subcontractors under this Contract shall be acceptable to the 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 by County shall not relieve or decrease the liability of the Contractors.

- E. Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon Contractors 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 to:

1. Withhold any payment(s) which become due to Contractor(s) until Contractor(s) demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
2. Order Contractor(s) to stop work hereunder, which shall not constitute a Suspension of Work/Services.
3. At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

- a) Terminate Contract Agreement
- b) Demand on any bond, as applicable
- c) Obtain such insurance and deduct from the payments to Contractor(s) the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor(s) nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Contractors; and
- d) Complete this Contract by contracting with the "next low proposal." Contractors will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by Contractors on demand; or
- e) Any combination of the above

F. INSURANCE LAPSES - Pursuant to Section 94.73 of the Dallas County Code, in the event successful firm fails to maintain insurance as required by the contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under the contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. CONTRACTOR(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF CONTRACTORS FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR CONTRACTOR IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS CONTRACTOR MAY REASONABLY

REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY CONTRACTOR OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. CONTRACTOR AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

- G. 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.
- H. 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.
- I. 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.
- J. Contractor shall ensure 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

**17. NONPERFORMANCE:**

Contractor's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement shall be a basis for termination of the Agreement by the County. County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized. At County's sole

discretion and with written notice by County, Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with Contractor's performance, such problems and/or deficiencies being determined by County. In the event this Agreement is prematurely terminated due to non-performance and/or withdrawal by Contractor, County reserves the right to seek monetary restitution to include, but not be limited to, withholding of money owed from Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated contractor's rate and subsequent contractor's rate) beginning the date of termination and/or withdrawal through the contract expiration date. In the event a civil suit is filed by County to enforce this provision, County reserves the right to seek its attorney's fees and cost of suit from Contractor. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Agreement under any other provisions herein.

**18. SUSPENSION:**

Should County desire to suspend the work but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Contractor shall stop all services as set forth in Section 5 (Scope of Services) of this Agreement and will cease to incur costs to County during the term of the suspension. Contractor shall resume work when notified to do so by County in a written authorization to proceed. If a change in Section 7 (Terms and Conditions of Payment for Services) of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with Section 29 (Amendments and Changes in the Law) of this Agreement.

**19. TERMINATION:**

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

(a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by either party upon thirty (30) days prior written notice to the other party.

(b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part,

at its sole discretion, for the following reasons:

- (1) Lack of, or reduction in, funding or resources in accordance with Section 39 (Fiscal Funding Clause);
- (2) Non-performance by Contractor as described in Section 20 (Nonperformance) or Contractor's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;
- (3) Contractor's improper, misuse or inept performance of services under this Agreement;
- (4) Contractor's failure to comply with the terms and provisions of this Agreement;
- (5) Contractor's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;
- (6) Contractor's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- (7) Contractor's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- (8) If funds allocated by the DSHS shall become reduced, depleted, or unavailable during the contract term;
- (9) In County's sole discretion, if termination is necessary to protect the health and safety of clients;
- (10) Contractor's failure to provide County with proper notice of an assignment in accordance with Section 31 (Assignment);
- (11) If Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- (12) Contractor's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

**20. NOTICE:**

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



mailed.

**JUVENILE DEPARTMENT:**

Attn: Darryl A. Beatty  
Dallas County Juvenile Department  
2600 Lone Star Drive  
Dallas, Texas 75212  
Phone: 214-698-2223  
Fax: 214-698-5508  
Email: Darryl.Beatty@dallascounty.org

**CONTRACTOR:**

Attn: Yvonne Hawkins, Executive Director  
Positive Steps, Inc.  
4003 Griggs Road  
Houston, TX 77021  
Phone: 713-522-0559  
Fax: 713-522-0582  
Email: positivesteps@aol.com

**21. SEVERABILITY:**

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

**22. 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.

**23. COMPLIANCE WITH LAWS:**

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

**24. GOVERNING LAW AND VENUE:**

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

**25. AMENDMENTS AND CHANGES IN THE LAW:**

No modification, amendment, innovation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

**26. THIRD PARTIES:**

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

**27. ASSIGNMENT:**

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

**28. CONTRA PROFERENTUM:**

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

**29. ENTIRE AGREEMENT:**

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

**30. BINDING EFFECT:**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

**31. REMEDIES/WAIVER OF BREACH:**

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of

this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

### **32. FEDERAL FUNDED PROJECT:**

If this Agreement is funded in part by either the State of Texas or the federal government, Contractor agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

### **33. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**

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

### **34. PREVENTION OF FRAUD AND ABUSE:**

Contractor shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Contractor's employees or agents shall be reported immediately to the County by Contractor. Moreover, Contractor warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Contractor and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Contractor shall, upon notice by County, refund expenditures of the Contractor that are contrary to this Agreement and deemed inappropriate by the County.

### **35. FISCAL FUNDING CLAUSE:**

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

### **36. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

### **37. INDEPENDENT CONTRACTOR:**

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

### **38. SUBCONTRACTING:**

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

### **39. ASSURANCES:**

- (a) In providing services required by this Agreement, Contractor agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Contractor's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.
- (b) Contractor assures that it will not transfer or assign its interest in this Agreement without written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Commissioners Court.
- (c) Contractor, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Contractor further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

- (d) Contractor assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. SS 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.S 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. SS 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- (e) Contractor agrees to adhere to confidentiality requirements, as applicable, for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.
- (f) Contractor assures that it will not use any information, documents, or data provided to Contractor by County for any proprietary purposes and shall not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- (g) Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- (h) Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Contractor shall furnish County satisfactory proof of compliance therewith.
- (i) Contractor certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.
- (j) Contractor certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.
- (k) Contractor will develop and implement an agency-wide drug free work place policy. Contractor will also require that all contracts between itself and subcontractors also comply with said

requirements.

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

rendered under this contract. The County shall notify the Contractor if any of the Services provided are being funded using grants.

- (t) Contractor assures its agency will use Generally Accepted Accounting Principles (GAAP).
- (u) Pursuant to H.B. No. 89 a government entity may not enter into a contract with a company for goods or services unless the contract contains that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Contractor by executing this contract hereby certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. A false statement concerning the Contractor's prohibition of boycotting Israel shall constitute grounds for immediate termination of the Contract, at the sole option of the County.
- (v) Pursuant to House Bill 1295, 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.
- (w) Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

#### **40. PROMPT PAYMENT ACT:**

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

#### **41. TRANSITION SERVICES REQUIRED OF CONTRACTOR:**

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

**42. SIGNATORY WARRANTY:**

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

**43. ACCEPTANCES:**

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

EXECUTED IN QUADRUPPLICATE ORIGINALS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**DALLAS COUNTY:**

\_\_\_\_\_  
BY: Clay Jenkins  
Dallas County Judge

**CONTRACTOR:**

  
\_\_\_\_\_  
BY: Yvonne Hawkins,  
Executive Director  
Positive Steps, Inc.

**DALLAS COUNTY JUVENILE BOARD:**

\_\_\_\_\_  
BY: Judge Cheryl Lee Shannon, Chairman

**RECOMMENDED:**

\_\_\_\_\_  
BY: Darryl A. Beatty, Director  
Dallas County Juvenile Department

**APPROVED AS TO FORM:**

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



## ATTACHMENT A-1

### Texas Department of Family and Protective Services 4312 Service Level Standards for Foster Caregivers

CPS September 2005

*DFPS Rules, 40 TAC §§700.2301, 700.2303, 700.2321, 700.2323, 700.2341, 700.2343, 700.2361, 700.2363*

Definitions for this item are as follows:

**Caregiver** — The person who is responsible for the direct care of the child.

**Provider** — The facility or agency that is responsible for supervising and training the caregivers.

#### Supervision

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

#### Child-To-Caregiver Ratio

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

#### Medical Care

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

#### Recreation

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

#### Education

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

#### Casework and Support Services

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

## ATTACHMENT A-1

### Service Plans

Basic Service Level

Moderate Service Level

Specialized Service Level

Intense Service Level

### Training

Basic Service Level

Moderate Service Level

Specialized and Intense Service Level

### Supervision

#### **Basic Service Level**

The caregiver:

- provides a supportive setting, preferably a family, that is designed to maintain or improve the child's functioning by establishing clear rules appropriate to the developmental and functional levels of the child;
- establishes a clear system of rewards and consequences; and
- ensures the child's safety and sense of security through supervision and guidance.

#### **Moderate Service Level**

In addition to the supervision required at the Basic Service Level, the caregiver provides:

- more than routine supervision with additional structure and support, preferably in a family-like setting. The supervision should include structured daily routines with clearly defined expectations;
- regular daily supervision for a child with developmental delays, mental retardation, or primary medical or habilitative needs; and
- intermittent interventions, as appropriate. Intermittent interventions typically consist of verbal guidance, assistance, and monitoring by a caregiver.

#### **Specialized Service Level**

In addition to the supervision required at the Moderate Service Level, the provider:

- has a written policy statement that describes how supervision is provided and explains how the program is structured to stabilize or improve the child's functioning;
- has specialized training to provide therapeutic and habilitative support and interventions in a treatment setting;
- has an adequate number of caregivers available at all time to meet a child's needs, taking into account:
  - the child's age,
  - his or her medical, physical, and mental condition, and
  - other factors that affect the amount of supervision required;

## ATTACHMENT A-1

- has written plans for the direct, continuous observation of a child who presents a significant risk of harm to self or others;
- provides close daily supervision for a child with developmental delays or mental retardation; and
- provides constant supervision and, as appropriate, extensive intervention, for a child with primary medical or habilitative needs. Extensive intervention typically consists of physical intervention, assistance, and monitoring by a caregiver.

### **Intense Service Level**

In addition to the supervision required at the Specialized Service Level, the caregiver:

- has specialized training to provide intense therapeutic and habilitative support and interventions in a highly structured treatment setting with little outside access;
- has an adequate number of caregivers available to provide 24-hour supervision;
- provides 24-hour supervision for a child with developmental delays or mental retardation; and
- provides 24-hour close supervision and, as appropriate, frequent and continuous interventions for a child with primary medical or habilitative needs. These interventions typically consist of hands-on physical intervention, assistance, and monitoring.

### **Child-To-Caregiver Ratio**

#### **Basic Service Level**

The child-to-caregiver ratio must meet the applicable licensing standards.

#### **Moderate Service Level**

The child-to-caregiver ratio must meet the applicable licensing standards.

#### **Specialized Service Level**

The child-to-caregiver ratio must meet the applicable licensing standards.

There must be a written staffing plan documenting the ability to provide awake caregivers throughout the night whenever necessary to meet the needs of a particular child.

#### **Intense Service Level**

During all waking hours, the child-to-caregiver ratio must be no more than five to one.

During sleep hours, the child-to-caregiver ratio must meet the applicable licensing standards.

There must be enough caregivers to provide 24-hour supervision to ensure the child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.

The staffing patterns and assignments must be documented in writing. The documentation includes the child-to-caregiver ratios, hours of coverage, and plans for providing backup caregivers in emergencies.

## ATTACHMENT A-1

The written staffing plan documents the ability to provide a one-to-one child-to-caregiver ratio for 24 hours whenever necessary to meet the needs of a particular child.

### Medical Care

#### Basic Service Level

The caregiver:

- arranges for medical and dental services as determined by an agreement between the caregiver and DFPS. The medical and dental services include routine services, annual check-ups, and services that are medically necessary;
- documents in the child's record that the child received these services; and
- ensures that all the medications the child needs are administered as prescribed by the physician.

#### Moderate Service Level

The caregiver arranges for or ensures:

- the same medical and dental services that are required at the Basic Service Level;
- monitoring by a physician for a child who is receiving psychotropic medication as often as clinically necessary and appropriate; and
- licensed nursing services, assistance with mobility, and routine adjustment or replacement of medical equipment for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs.

#### Specialized Service Level

The provider arranges for or ensures:

- the same medical and dental services that are required at the Moderate Service Level;
- a written plan, agreement, or contract with medical personnel to provide routine medical, nursing, and psychiatric services based on the needs of the child as identified in the child's service plan. The plan or agreement for medical, nursing, and psychiatric services must include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic but stable physical illnesses; and
- services, as appropriate, for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs, including:
  - consistent and frequent medical attention,
  - a skilled caregiver to provide medical assistance,
  - an on-call nurse to be available,
  - assistance with mobility, and
  - administering of life-support medications and treatments.

#### Intense Service Level

The provider arranges for or ensures:

## ATTACHMENT A-1

- the same medical and dental services that are required at the Specialized Service Level;
- a written plan, agreement, or contract with medical personnel to provide 24-hour, on-call medical, nursing, and psychiatric services based on the needs of the child as identified in the child's service plan. The plan or agreement for medical, nursing, and psychiatric services shall include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic illnesses; and
- services, as appropriate, for a child with developmental disabilities, mental retardation, or primary medical or habilitative needs, including:
  - 24-hour medical or nursing supervision,
  - 24-hour availability of nursing, medical, and psychiatric services, and
  - one-to-one supervision during the provision of medical and dental services.

### Recreation

#### Basic Service Level

The caregiver:

- ensures that opportunities to participate in community activities, such as school sports or other extracurricular school activities, church activities, or local social events, are available to the child; and
- organizes family activities that identify, recognize, and reinforce the support that is available to the child.

#### Moderate Service Level

In addition to the recreation and leisure-time services required at the Basic Service Level, the caregiver:

- arranges and supervises structured daily routines for the child that include recreational and leisure-time activities;
- ensures the activities are designed to meet the child's therapeutic, developmental, and medical needs;
- documents the daily routine and the recreational and leisure-time activities the child participated in;
- allows enough flexibility in the daily routine and activities for the child to manage his or her time based on individual goals; and
- provides activities that are modified to meet any restrictions or limitations because of a child's developmental disability, mental retardation, or medical condition.

#### Specialized Service Level

In addition to the recreation and leisure-time services required at the Moderate Service Level, the caregiver:

- designs the structured daily routine and the recreational and leisure-time activities to address the needs of the child in care;
- documents the therapeutic value of each activity based on the child's service plan; and

## ATTACHMENT A-1

- ensures medical and physical supports, if necessary, for a child with primary medical or habilitative needs during recreational and leisure-time activities.

### **Intense Service Level**

In addition to the recreation and leisure-time services required at the Specialized Service Level, the caregiver provides

- an individualized plan designed by an interdisciplinary team of professionals who are qualified to address the child's individual needs. The individual recreation plan must specify the structured daily routine and the recreational and leisure-time activities and must be included in the child's service plan; and
- one-to-one medical and physical supports, if necessary, for a child with primary medical or habilitative needs during recreational and leisure-time activities.

### **Education**

Children at the Basic, Moderate, Specialized, and Intense Service Levels need:

- a public school accredited by the Texas Education Agency (TEA);
- a special "non-public school" with an educational program approved by TEA;
- a private or other non-public school accredited under the requirements of the Texas Private School Accreditation Commission (TPSAC); or
- a private or other non-public school that has applied for accreditation under the requirements of TPSAC.

### **Basic Service Level**

The caregiver ensures access to a free and appropriate education within the limits of state and federal law.

The caregiver provides reasonable support and assistance for each child who qualifies as a special education student under the Individuals with Disabilities Education Act to ensure that the appropriate educational and related services, including Early Childhood Intervention, are available in the least restrictive environment appropriate. This may include participation in the Admission, Review and Dismissal Committee to develop the Individual Education Plan explaining how the student will be educated.

### **Moderate Service Level**

In addition to the educational services required at the Basic Service Level, the caregiver provides additional structure and educational support.

### **Specialized Service Level**

In addition to the educational services required at the Moderate Service Level, the caregiver must:

- coordinate the child's educational and related services with the child's service plan and document their consistency;
- designate a liaison with the child's school;
- document the liaison's involvement in the child's education; and

## ATTACHMENT A-1

- document a written description of the relationship between the provider and the school district or a written agreement between the provider and the school district outlining the responsibilities of each party, including procedures for resolving conflicts.

### **Intense Service Level**

In addition to the educational services required at the Specialized Service Level, one-to-one support, as appropriate, is provided by caregivers who are trained to deal with the child's special needs and to encourage the child to participate in the education process.

### **Casework and Support Services**

#### **Basic Service Level**

The provider must ensure:

- services that are designed to maintain and improve the child's functioning in a family setting;
- assistance and support in developing or maintaining social skills appropriate to the child's age and development;
- affection, reassurance, and involvement in activities appropriate to the child's age and development to promote the child's well-being;
- support in helping the child adjust to the current placement; and
- access to therapeutic, habilitative, and medical support addressing the child's particular needs, as specified in the child's service plan. If therapeutic, habilitative, and medical support services are provided, they must be documented.

#### **Moderate Service Level**

In addition to the casework and support services that are required at the Basic Service Level, the provider also ensures:

- additional structure and support are provided in a family-like setting;
- that all caregivers receive support and direction from someone who is qualified to supervise their functioning as caregivers;
- completion of a diagnostic assessment on each child within 40 days of admission. The assessment must address the child's strengths and needs in the following areas:
  - Physical
  - Psychological
  - Behavioral
  - Family
  - Social
  - Educational
- provision of intermittent therapeutic, habilitative, and medical interventions in an environment designed to help the child attain or maintain functioning appropriate to the child's age and development;

## ATTACHMENT A-1

- provision of individual, group, and family therapy for those children who need therapy by professional therapists or counselors or paraprofessional staff under the direct supervision of professional therapists or counselors;
- documentation of the provider's philosophy and program model governing therapeutic interventions and treatments, and how the therapeutic or habilitative program addresses the child's individual needs; and
- a written schedule of structured daily routines that is consistent with the provider's programs of therapeutic support.
- If the child qualifies for substance abuse services, the provider arranges for a substance abuse assessment and intensive therapeutic interventions. The therapeutic interventions may be provided on an outpatient basis and may include individual, family, or group therapy.

### Specialized Service Level

In addition to the casework and support services required at the Moderate Service Level, the provider must ensure:

- therapeutic, habilitative, and medical interventions that are regularly scheduled and professionally designed and supervised to help the child attain functioning appropriate to the child's age and development;
- individual, group, and family therapy by professional therapists or counselors for those children who need therapy; and
- the child's participation in a substance abuse treatment program, if the child qualifies for substance abuse services. The program may be either residential or nonresidential.

### Intense Service Level

In addition to the casework and support services required at the Specialized Service Level, the provider ensures frequent and intense therapeutic, habilitative, and medical interventions that are individually designed to stabilize the child's condition.

## Service Plans

### Basic Service Level

A service plan must:

- be developed within 40 calendar days of the child's admission;
- be based on the child's plan for permanency;
- identify strengths; and
- document strategies to address the child's:
  - medical and dental needs,
  - developmental, educational, and vocational needs, including life skills appropriate to the child's age and development,
  - family contact needs,
  - social needs, and
  - emotional needs.



## ATTACHMENT A-1

The caregiver and the child, as appropriate, actively participate in the development, implementation, and periodic review of the service plan.

The provider must periodically review service plans according to the appropriate licensing standard.

### **Moderate Service Level**

In addition to the service plan requirements at the Basic Service Level, the provider must:

- have a case manager to coordinate implementation of the service plan;
- develop a service plan based on the diagnostic needs assessment for each child within 40 calendar days of the child's admission. This plan must include:
  - an estimate of the length of time the child will remain in care,
  - a description of the goals of service,
  - specific instructions for caregivers,
  - a transition plan, and
  - documentation of:
    - the plan having been shared with the child and the child's parents or managing conservator, and
    - the child's care to date; and
    - review a service plan by:
      - evaluating the services to date that have been provided to the child in each domain or function, and
      - identifying any additional need that has arisen since the previous service plan was developed.

### **Specialized Service Level**

In addition to the service plan requirements at the Moderate Service Level:

- an initial service plan for each child is developed within 72 hours of the child's admission; and
- the diagnostic needs assessment and service plan for each child are developed by an interdisciplinary team or a full-time staff member with:
  - three years of experience in treating children with similar characteristics,
  - a master's degree in a mental health field from an accredited college or university, and
- a therapist or counselor license or a professional medical license.

### **Intense Service Level**

In addition to the service plan requirement at the Specialized Service Level, the provider must expand the service plan to cover all of the child's waking hours and include a description of:

- the emotional, behavioral, and physical conditions that require the Intense Service Level;

## ATTACHMENT A-1

- the emotional, behavioral, and physical conditions the child must achieve and maintain to be assigned to a lower service level;
- the special treatment program and other services and activities that are planned to help the child achieve and maintain a condition allowing a lower service level; and
- the criteria for reevaluating the child's condition after 90 days and deciding whether to:
  - continue the placement at the Intense Service Level,
  - continue the placement at a lower service level,
  - transfer the child to a less restrictive setting, or
  - refer the child to an inpatient hospital.

The provider must ensure that an interdisciplinary team of professionals develop, review, and supervise each child's service plan.

### Training

#### Basic Care Level

Each family unit must receive at least 20 hours of training every year to help them understand the needs and characteristics of children in care, provide the care and emotional support that children need, and appropriately manage children's behavior.

Initial first-aid and cardiopulmonary resuscitation training cannot be counted toward meeting this annual training requirement. However, hours earned renewing first-aid and cardiopulmonary resuscitation training may be counted toward the annual requirement.

#### Moderate Service Level

In addition to the training requirements at the Basic Service Level, each caregiver must receive pre-service training in areas appropriate to the needs and characteristics of children in care. The number of hours of annual training required at the Moderate Service Level is 30 hours per caregiver. These hours of training must help the caregiver understand the provider's therapeutic and habilitative treatment modalities, service programming, and behavior management programs.

All caregivers who administer psychotropic medications must receive training on psychotropic medications. Training on psychotropic medication must be conducted by a licensed physician, a registered nurse, or a pharmacist. After the psychotropic medication training, the trainer assesses each participant to ensure that the participant has learned the course content. The training course provided to caregivers must include:

- identification of psychotropic medications;
- basic pharmacology (the actions, side effects, and possible adverse reactions regarding various medications);
- techniques and methods of administering medications; and
- related policies and procedures.

The training received on psychotropic medication may be counted toward the annual training requirement. A provider will be exempt from this training requirement if the provider has a written policy statement specifying that the provider does not accept or maintain children on psychotropic medications.

## ATTACHMENT A-1

### Specialized and Intense Service Levels

In addition to the training requirements at the Moderate Service Level, new caregivers without previous experience in residential childcare may not be assigned sole responsibility for any child until the new caregiver has been supervised for at least 40 hours while conducting direct childcare duties. An experienced caregiver must be physically available to each new caregiver at all times, until the new caregiver acquires the supervised experience. The provider must document the supervised childcare experience of every caregiver who provides direct care to children.

All caregivers, except caregivers in foster homes verified by child-placing agencies, must receive 50 hours of training each year.

Caregivers in foster homes verified by child-placing agencies must meet the following requirements:

- For homes with two or more caregivers, each caregiver must receive at least 30 hours of training.
- For homes with one caregiver, the caregiver must receive at least 50 hours of training.

**ATTACHMENT A-2**

RESIDENTIAL SERVICES TO BE PROVIDED AT THE FOLLOWING LOCATION:

**NAME OF AGENCY:**

**Positive Steps, Inc.  
4003 Griggs Road  
Houston, TX 77021**

**FACILITY LOCATION:**

**Positive Steps, Inc.  
3422 Southmore  
Houston, TX 77004**

## ATTACHMENT A-3

### CONTRACTED COMPONENTS OF CARE

**THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.**

#### **DAILY LIVING SKILLS**

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

#### **ASSESSMENT, SERVICE PLANNING AND COORDINATION**

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
  - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
  - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
    - a. Permanency goals identified in the juvenile probation department (JPD) or Texas Juvenile Justice Department (TJJD) residential case plan;
    - b. Behavioral goals established by the JPD or; TJJD
    - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
    - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at [http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/default.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp).
  - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

#### **ROUTINE 24-HOUR CHILDCARE**

- A) **Food.**
- i. The Contractor shall provide food in accordance with requirements of Texas Department of Family and Protective Services (DFPS) Child Care Licensing Minimum Standards.
  - ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
  - iii. The Contractor shall ensure that children have input into meal planning.
- B) **Clothing and Personal Items.**
- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
    - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within 30 days after an unplanned discharge;
    - b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

## ATTACHMENT A-3

### CONTRACTED COMPONENTS OF CARE

- c. Sending the clothing and personal item inventory with the juvenile probation officer (JPO), TJJD staff, or other department designee at discharge for planned discharges; and
- d. Providing the juvenile probation department with the clothing and personal item inventory within 30 days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
  - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
  - c. Gender and age-appropriate;
  - d. Proportionate to the child's size;
  - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
  - f. Clean and washed on a regular basis.
- iii. The Contractor shall allow children to label their clothes with their name or initials.
- iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
  - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
  - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
  - c. Ensuring sufficient hot water is available for daily baths or showers; and
  - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

#### C) Room, Board, and Furnishings.

- i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.
- ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.
- iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

#### DISCIPLINE AND CRISIS MANAGEMENT

##### A) Discipline.

- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
- ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: [http://www.dfps.state.tx.us/Child\\_Care/Child\\_Care\\_Standards\\_and\\_Regulations/default.asp](http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp), and the Texas Administrative Code, including, but not limited to, the following:
  - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.
  - b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
  - c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior

**ATTACHMENT A-3**  
**CONTRACTED COMPONENTS OF CARE**

**B) De-Escalation and Crisis Management.**

- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

**EDUCATIONAL AND VOCATIONAL ACTIVITIES**

**A) Educational Activities.**

- i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the JPD or TJJD. The Chief Juvenile Probation Officer, or the Senior Director of State Programs and Facilities, or his/her designee may approve the exception request, and such approval must be in writing.
- ii. Not later than the third (3<sup>rd</sup>) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.
- iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:
  - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
  - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
  - c. Report cards, progress reports, and/or IEP progress reports;
  - d. Transcripts;
  - e. Standardized test result – TAKS/SDAA/LDAA;
  - f. Referrals, notices or other correspondence;
  - g. Pictures;
  - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to JPD or TJJD staff on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child's education portfolio to the JPD or TJJD at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
  - a. The most current educational documents and records are in each child's education portfolio; and
  - b. The child's education portfolio includes the child's current school withdrawal paperwork.
- vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

**B) Vocational Activities.** The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

**ROUTINE RECREATIONAL ACTIVITIES**

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

## ATTACHMENT A-3

### CONTRACTED COMPONENTS OF CARE

- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

#### **TRAVEL**

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
- i. Prohibited by court order;
  - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
  - iii. Discouraged by a mental health professional treating any of the siblings.

#### **CULTURAL COMPETENCE**

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

#### **CONTRACTOR PARTICIPATION**

- A) The Contractor shall participate in conferences required by the JPD or TJJD which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the JPD or TJJD or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

#### **MAINTAINING CONNECTIONS**

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

#### **PROVIDING TESTIMONY**

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

#### **LEAST RESTRICTIVE SETTING**

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.



**ATTACHMENT A-4**  
**COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)**

Dallas County and the Contractor are required to comply with Rules and Regulations of the Prison Rape Elimination Act's Standards for Juvenile Facilities Prevention Planning. Compliance obligations for both entities include, but are not limited to the following:

- I. Obligations of Dallas County:
  - A. Dallas County must include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
  - B. Dallas County will perform an annual audit at no cost to Contractor to ensure continued compliance with the PREA.
  
- II. Obligations of the Contractor:
  - A. Contractor shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and Dallas County policies related to PREA.
  - B. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this Contract.
  - C. In addition to the "self-monitoring requirement", the Contractor shall allow and participate in announced or unannounced compliance monitoring visits by Dallas County including "on-site" monitoring.
  - D. Contractor will be subject to a Department of Justice (DOJ) PREA Audit every three (3) years beginning August 20, 2013.
  - E. Contractor shall be solely responsible for paying for a PREA Audit as required by its contract with TJJJ.
  - F. The Contractor shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor, who may have contact with residents, who:
    - (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);

## ATTACHMENT A-4

### COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)

- (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
  - (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (F)(2) of this section.
- G. The Contractor shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with residents.
- H. The Contractor shall also perform a criminal background records check, and consult applicable child abuse registries, before enlisting the services of any contractor who may have contact with residents.
- I. The Contractor shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with residents or have in place a system for otherwise capturing such information for current employees.
- J. The Contractor shall ensure that all volunteers and contractors who have contact with resident have been trained on their responsibilities under the Contractor's sexual abuse and sexual harassment prevention, detention, and response policies and procedures.
- K. The level and type of training provided to volunteers and contractor shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the Contractor's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.
- L. The Contractor shall maintain documentation confirming that volunteers and contractors understand the training they have received.
- M. Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.

## ATTACHMENT A-4

### COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (P.R.E.A.)

- N. The Contractor shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of the Contractor's sexual abuse or sexual harassment policies by a contractor or volunteer.
- O. The Contractor shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its Web site or, if it does not have one, through other means.

### III. Non-Compliance with PREA Standards and related Dallas County policies.

Failure to comply with PREA standards and related Dallas County policies may result in termination of the contract.

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  
Renaissance Tower  
1201 Elm Street, 23<sup>rd</sup> Floor  
Suite 2300-B

Dallas, Texas 75270  
(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](http://www.dallascounty.org/departments/HR/title_vi.html) or at the address above.

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

  
\_\_\_\_\_  
Signature, Authorized Representative of Contractor

November 2, 2018

Date

Executive Director

\_\_\_\_\_  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-421831

Date Filed:  
11/02/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Positive Steps Inc  
Houston, TX United States

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

Dallas County Juvenile Department

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

JB-75  
Residential Treatment Services for Female Youth

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hawkins, Yvonne	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Yvonne Hawkins, and my date of birth is JAN 13, 1958  
 My address is 4023 Briggs Rd, Houston, TX, 77021, HARRIS  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.



County, State of Texas, on the 2nd day of Nov, 2018  
(month) (year)

Elizabeth Taylor Signature of authorized agent of contracting business entity  
(Declarant)  
Yvonne Hawkins





TEXAS GOVERNMENT CODE

CHAPTER 2270 VERIFICATION FORM

I, Yvonne Hawkins (Person name), the undersigned representative of (Company or Business name) Positive Steps, Inc.

(hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

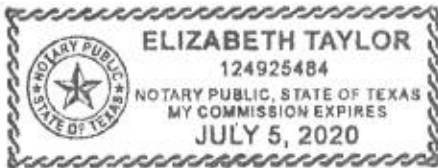
[Handwritten signature of Yvonne Hawkins]
Signature

Yvonne Hawkins
Printed Name

Executive Director
Title

November 2, 2018
Date

AFFIX NOTARY STAMP / SEAL ABOVE



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

[Handwritten signature of Yvonne Hawkins]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the 2nd day of November, 2018, to certify which, witness my hand and seal of office.

[Handwritten signature of Elizabeth Taylor]
Signature of officer administering oath

Elizabeth Taylor
Printed name of officer administering oath

Notary
Title of officer administering oath

JUVENILE BOARD ORDER

ORDER NO: 2019 -XXX

DATE: January 28, 2019

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28th day of January, 2019, 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 Department historically contracts with community-based providers for standard residential treatment services; and
- WHEREAS,** the Juvenile Board authorized a Professional Services Agreement (PSA) with Positive Steps, Inc., (PSI) for the provision of residential sex offender treatment for a specific female juvenile on October 22, 2018, through Juvenile Board Order No. 2018-114; and
- WHEREAS,** the Department anticipates a greater need for residential sex offender treatment services for females; and
- WHEREAS,** the Juvenile Department is requesting the Juvenile Board's approval to execute a PSA with PSI for the provision of residential sex offender treatment for all female Dallas County juveniles in need of the services and deemed appropriate for admission by PSI; and
- WHEREAS,** the PSA will become effective upon final execution of the agreement documents and will terminate on September 30, 2019; and
- WHEREAS,** the youth who are court-ordered to residential placement at PSI under this PSA will be admitted at the Intensive service level at a cost of \$277.37 per youth, per day; and
- WHEREAS,** the professional services agreement will be funded from the Juvenile Department's general fund and through grants provided by the Texas Juvenile Justice Department (TJJD); and
- WHEREAS,** the Department solicited proposals for contracts for residential sex offender treatment services for females and other needed services through the release of Request for Proposals (RFP) No. 2019-017-6781, on January 10, 2019; 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 of Dallas County approves the request of the Dallas County Juvenile Department to execute a second professional services agreement with Positive Steps, Inc. for the provision of sex offender treatment for all female Dallas County juveniles who meet the admission criteria of Positive Steps Inc., and are deemed appropriate for admission.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Chairman of the Dallas County Juvenile Board is authorized to sign the agreement documents on behalf of the Juvenile Board.

**DONE IN OPEN BOARD MEETING** this 28th day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**L.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Re:** Youth Services Advisory Board (YSAB) Re-Appointments

**Background of Issue:**

Section 152.0010 of the Texas Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Services Advisory Board (YSAB) in 1997. According to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions.

Thus, the purpose of this briefing is to request that the Juvenile Board re-appoint representatives for the Youth Services Advisory Board. The following committee members have terms that will expire on January 31, 2019:

Rolanda Randle – Faculty, Richland College  
Dr. Sylvia A. Lopez – Retired Counselor  
Dr. Connie Wilson - Retired Educator  
Mr. Robert White - Retired Sr. Corporal, Texas Department of Public Safety

Dr. Connie Wilson is the Chair for the Youth Services Advisory Board, and as such the Chair of YSAB also serves on the Juvenile Board. These terms begin on January 31, 2019, and run to January 31, 2021.

**Strategic Plan Compliance:**

The current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*.

**Legal Information:**

Section 152.0010 of the Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of appointment is for the 2019-2021 terms.

**Recommendation:**

The Dallas County Juvenile Department respectfully requests approval from the Juvenile Board to reappoint Rolanda Randle, Faculty – Richland College, Dr. Sylvia A. Lopez, Retired Counselor, Dr. Connie Wilson, Retired Educator and Mr. Robert White, Retired Sr. Corporal; to the Youth Services Advisory Board for the 2019-2021 term; and approve Dr. Connie Wilson - Retired Educator as Chairman of Dallas County Youth Services Advisory Board.

**Recommended by:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

JUVENILE BOARD ORDER

ORDER NO: 2019- XXX

DATE: January 28, 2019

STATE OF TEXAS §

COUNTY OF DALLAS §

**BE IT REMEMBERED** at a regular meeting of the Juvenile Board of Dallas County, Texas, held on the 28<sup>th</sup> day of January, 2019, 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 152.0010 of the Texas Human Resource Code recommends that the Juvenile Board appoint a Citizen Advisory Council. The Juvenile Board adopted guidelines for the Youth Services Advisory Board (YSAB) in 1997; and

**WHEREAS,** according to the existing guidelines the Advisory Board will have no more than nine members, appointees will serve staggered two-year terms and committee membership would include representatives of various professions; and

**WHEREAS,** Dr. Connie Wilson, Retired Educator is the Chair for the Youth Services Advisory Board; and

**WHEREAS,** the Juvenile Department requested that the Juvenile Board reappoint those members whose terms are set to expire on January 31, 2019, to the Youth Services Advisory Board; and

**WHEREAS,** those members are: Rolanda Randle, Faculty Richland College, Dr. Sylvia A. Lopez, Retired Counselor, Dr. Connie Wilson, Retired Educator and Mr. Robert White, Retired Sr. Corporal; and

**WHEREAS,** the current request complies with Dallas County's Strategic Plan, as evidenced by *Vision 1: Dallas County is a model interagency partner*, as evidenced by the YSAB representing an opportunity to *achieve consensus with stakeholders on the roles and responsibilities of the County*; and

**WHEREAS,** the Dallas County Juvenile Board appoints persons to the Youth Services Advisory Board, and the current term of this appointment and reappointments is for the 2019-2021 terms.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Juvenile Board reappoint Rolanda Randle, Faculty – Richland College, Dr. Sylvia A. Lopez, Retired Counselor, Dr. Connie Wilson, Retired Educator and Mr. Robert White, Retired Sr. Corporal; to the Youth Services Advisory Board for the 2019-2021 term; and approve Dr. Connie Wilson - Retired Educator as Chairman of Dallas County Youth Services Advisory Board.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

\_\_\_\_\_  
Judge Cheryl Lee Shannon, Chairman  
Dallas County Juvenile Board



**ACTION ITEM**

**M.**





**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Dallas County Juvenile Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #17013

**Background**

Any subsequent action deemed necessary as a result of IX – Personnel: Deliberate Employee #17013  
Duties of Appointment

Recommended by:

A handwritten signature in blue ink that reads "Darryl Beatty". The signature is written over a horizontal line.

Darryl A. Beatty, Director  
Dallas County Juvenile Department



**PUBLIC HEARING**

**FOR AAE**

**VI.**

# 2017-18 Texas Academic Performance Report

District Name: **ACADEMY FOR ACADEMIC EXCELLENCE**

District Number: **057814**

2018 Accountability Rating: **Not Rated**  
(evaluated with alternative education accountability provisions)

**This district is a Charter District.**

2018 Special Education Determination Status:

**Needs Substantial Intervention**

2018 Armed Services Vocational Aptitude Battery (ASVAB) Test (Career Exploration):

**Not Reported**

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TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District STAAR 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	EL (Current & Monitored)
<b>STAAR Performance Rates by Tested Grade, Subject, and Performance Levels<sup>^</sup></b>													
<b>Grade 6 Reading</b>													
At Approaches Grade Level or Above	2017	69%	70%	*	*	-	-	-	-	-	-	*	-
At Meets Grade Level or Above	2017	37%	40%	*	*	-	-	-	-	-	-	*	-
At Masters Grade Level	2017	18%	20%	*	*	-	-	-	-	-	-	*	-
<b>Grade 6 Mathematics</b>													
At Approaches Grade Level or Above	2017	76%	79%	*	*	-	-	-	-	-	-	*	-
At Meets Grade Level or Above	2017	43%	48%	*	*	-	-	-	-	-	-	*	-
At Masters Grade Level	2017	18%	23%	*	*	-	-	-	-	-	-	*	-
<b>Grade 7 Reading</b>													
At Approaches Grade Level or Above	2018	74%	76%	*	*	-	-	-	-	-	-	*	*
	2017	73%	74%	*	*	-	-	-	-	-	-	*	*
At Meets Grade Level or Above	2018	48%	51%	*	*	-	-	-	-	-	-	*	*
	2017	42%	45%	*	*	-	-	-	-	-	-	*	*
At Masters Grade Level	2018	29%	32%	*	*	-	-	-	-	-	-	*	*
	2017	23%	25%	*	*	-	-	-	-	-	-	*	*
<b>Grade 7 Mathematics</b>													
At Approaches Grade Level or Above	2018	72%	75%	*	*	-	-	-	-	-	-	*	*
	2017	70%	71%	*	*	-	-	-	-	-	-	*	*
At Meets Grade Level or Above	2018	40%	44%	*	*	-	-	-	-	-	-	*	*
	2017	40%	42%	*	*	-	-	-	-	-	-	*	*
At Masters Grade Level	2018	18%	23%	*	*	-	-	-	-	-	-	*	*
	2017	17%	20%	*	*	-	-	-	-	-	-	*	*
<b>Grade 7 Writing</b>													
At Approaches Grade Level or Above	2018	69%	71%	*	*	-	-	-	-	-	-	*	*
	2017	70%	71%	*	*	-	-	-	-	-	-	*	*
At Meets Grade Level or Above	2018	43%	46%	*	*	-	-	-	-	-	-	*	*
	2017	39%	41%	*	*	-	-	-	-	-	-	*	*
At Masters Grade Level	2018	15%	17%	*	*	-	-	-	-	-	-	*	*
	2017	12%	15%	*	*	-	-	-	-	-	-	*	*
<b>Grade 8 Reading<sup>^^</sup></b>													
At Approaches Grade Level or Above	2018	86%	86%	*	*	-	-	-	-	-	-	*	*
	2017	86%	87%	*	*	-	-	-	-	-	-	*	*
At Meets Grade Level or Above	2018	49%	52%	*	*	-	-	-	-	-	-	*	*
	2017	50%	53%	*	*	-	-	-	-	-	-	*	*
At Masters Grade Level	2018	27%	29%	*	*	-	-	-	-	-	-	*	*
	2017	23%	26%	*	*	-	-	-	-	-	-	*	*
<b>Grade 8 Mathematics<sup>^^</sup></b>													
At Approaches Grade Level or Above	2018	86%	87%	*	*	-	-	-	-	-	-	*	*
	2017	85%	86%	*	*	-	-	-	-	-	-	*	*
At Meets Grade Level or Above	2018	51%	54%	*	*	-	-	-	-	-	-	*	*
	2017	45%	47%	*	*	-	-	-	-	-	-	*	*
At Masters Grade Level	2018	15%	17%	*	*	-	-	-	-	-	-	*	*
	2017	13%	14%	*	*	-	-	-	-	-	-	*	*
<b>Grade 8 Science</b>													
At Approaches Grade Level or Above	2018	76%	78%	*	*	-	-	-	-	-	-	*	*
	2017	76%	78%	*	*	-	-	-	-	-	-	*	*

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District STAAR 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	EL (Current & Monitored)
At Meets Grade Level or Above	52%	54%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	48%	51%	*	*	*	-	-	-	-	-	*	*	*
	2018	31%	*	*	*	-	-	-	-	-	*	*	*
	2017	22%	*	*	*	-	-	-	-	-	*	*	*
<b>Grade 8 Social Studies</b>													
At Approaches Grade Level or Above	65%	68%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	63%	67%	*	*	*	-	-	-	-	-	*	*	*
	2018	40%	*	*	*	-	-	-	-	-	*	*	*
	2017	37%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	21%	24%	*	*	*	-	-	-	-	-	*	*	*
	2018	22%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>End of Course English I</b>													
At Approaches Grade Level or Above	65%	66%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	64%	65%	*	*	*	-	-	-	-	-	*	*	*
	2018	47%	*	*	*	-	-	-	-	-	*	*	*
	2017	46%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	7%	8%	*	*	*	-	-	-	-	-	*	*	*
	2018	9%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>End of Course English II</b>													
At Approaches Grade Level or Above	67%	69%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	66%	67%	*	*	*	-	-	-	-	-	*	*	*
	2018	50%	*	*	*	-	-	-	-	-	*	*	*
	2017	48%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	8%	9%	*	*	*	-	-	-	-	-	*	*	*
	2018	7%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>End of Course Algebra I</b>													
At Approaches Grade Level or Above	83%	84%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	83%	83%	*	*	*	-	-	-	-	-	*	*	*
	2018	55%	*	*	*	-	-	-	-	-	*	*	*
	2017	48%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	32%	35%	*	*	*	-	-	-	-	-	*	*	*
	2018	26%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>End of Course Biology</b>													
At Approaches Grade Level or Above	87%	88%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	86%	88%	*	*	*	-	-	-	-	-	*	*	*
	2018	62%	*	*	*	-	-	-	-	-	*	*	*
	2017	61%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	24%	27%	*	*	*	-	-	-	-	-	*	*	*
	2018	21%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>End of Course U.S. History</b>													
At Approaches Grade Level or Above	92%	92%	*	*	*	-	-	-	-	-	*	*	*
At Meets Grade Level or Above	91%	92%	*	*	*	-	-	-	-	-	*	*	*
	2018	70%	*	*	*	-	-	-	-	-	*	*	*
	2017	69%	*	*	*	-	-	-	-	-	*	*	*
At Masters Grade Level	40%	44%	*	*	*	-	-	-	-	-	*	*	*
	2018	35%	*	*	*	-	-	-	-	-	*	*	*
	2017												
<b>All Grades All Subjects</b>													
At Approaches Grade Level or Above	77%	78%	*	*	*	-	-	-	-	-	*	*	*
	2018	75%	*	*	*	-	-	-	-	-	*	*	*
	2017												

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District STAAR 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	EL (Current & Monitored)
At Meets Grade Level or Above	2018	48%	51%	*	*	*	*	-	-	-	-	*	*	*
	2017	45%	48%	*	*	*	*	-	-	-	-	*	*	*
	2018	22%	24%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	20%	22%	*	*	*	*	-	-	-	-	*	*	*
	2018	74%	75%	*	*	*	*	-	-	-	-	*	*	*
	2017	72%	73%	*	*	*	*	-	-	-	-	*	*	*
At Approaches Grade Level or Above	2018	46%	49%	*	*	*	*	-	-	-	-	*	*	*
	2017	44%	47%	*	*	*	*	-	-	-	-	*	*	*
	2018	19%	22%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	19%	21%	*	*	*	*	-	-	-	-	*	*	*
	2018	81%	82%	*	*	*	*	-	-	-	-	*	*	*
	2017	79%	80%	*	*	*	*	-	-	-	-	*	*	*
At Approaches Grade Level or Above	2018	50%	52%	*	*	*	*	-	-	-	-	*	*	*
	2017	46%	49%	*	*	*	*	-	-	-	-	*	*	*
	2018	24%	27%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	22%	25%	*	*	*	*	-	-	-	-	*	*	*
	2018	66%	68%	*	*	*	*	-	-	-	-	*	*	*
	2017	67%	69%	*	*	*	*	-	-	-	-	*	*	*
At Approaches Grade Level or Above	2018	41%	44%	*	*	*	*	-	-	-	-	*	*	*
	2017	36%	40%	*	*	*	*	-	-	-	-	*	*	*
	2018	13%	15%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	11%	14%	*	*	*	*	-	-	-	-	*	*	*
	2018	80%	81%	*	*	*	*	-	-	-	-	*	*	*
	2017	79%	80%	*	*	*	*	-	-	-	-	*	*	*
At Approaches Grade Level or Above	2018	51%	53%	*	*	*	*	-	-	-	-	*	*	*
	2017	49%	52%	*	*	*	*	-	-	-	-	*	*	*
	2018	23%	25%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	19%	22%	*	*	*	*	-	-	-	-	*	*	*
	2018	78%	80%	*	*	*	*	-	-	-	-	*	*	*
	2017	77%	79%	*	*	*	*	-	-	-	-	*	*	*
At Approaches Grade Level or Above	2018	53%	56%	*	*	*	*	-	-	-	-	*	*	*
	2017	49%	53%	*	*	*	*	-	-	-	-	*	*	*
	2018	31%	34%	*	*	*	*	-	-	-	-	*	*	*
At Masters Grade Level	2017	27%	30%	*	*	*	*	-	-	-	-	*	*	*

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Progress

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

	2018	2018	79	80	80	63	African American						Two or More Races	Special Ed	Econ Disadv	EL (Current & Monitored)
							State	Region 10	District	White	Hispanic	American Indian				
Grade 8 ELA/Reading	2018	79	80	63	*	*	-	-	-	-	-	-	*	63	*	
Grade 8 Mathematics	2018	81	80	*	*	*	-	-	-	-	-	-	*	*	*	
End of Course English II	2018	67	67	*	*	*	-	-	-	-	-	-	*	*	*	
End of Course Algebra I	2018	72	75	*	*	*	-	-	-	-	-	-	*	*	*	
All Grades Both Subjects	2018	69	71	44	56	56	-	-	-	-	-	-	*	44	*	
All Grades ELA/Reading	2018	69	70	56	*	*	-	-	-	-	-	-	*	56	*	
All Grades Mathematics	2018	70	72	*	*	*	-	-	-	-	-	-	*	*	*	

School Progress Domain - Academic Growth Score by Grade and Subject



**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District Prior Year and Student Success Initiative**

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	EL (Current)
<b>Progress of Prior-Year Non-Proficient Students</b>													
<b>Sum of Grades 4-8</b>													
Reading	2018	38%		*	*	-	-	-	-	-	*	*	*
	2017	35%		*	*	-	-	-	-	-	*	*	*
Mathematics	2018	47%		*	*	-	-	-	-	-	*	*	*
	2017	43%		*	*	-	-	-	-	-	*	*	*
<b>Student Success Initiative</b>													
<b>Grade 8 Reading</b>													
Students Meeting Approaches Grade Level on First STAAR Administration	2018	79%		*	*	-	-	-	-	-	*	*	*
	2017	80%		*	*	-	-	-	-	-	*	*	*
Students Requiring Accelerated Instruction	2018	21%		78%	100%	-	-	-	-	-	*	78%	*
	2017	20%		*	*	-	-	-	-	-	*	*	*
STAAR Cumulative Met Standard	2018	85%		*	*	-	-	-	-	-	*	*	*
	2017	86%		*	*	-	-	-	-	-	*	*	*
STAAR Non-Proficient Students Promoted by Grade Placement Committee	2018	98%		*	*	-	-	-	-	-	*	*	*
	2017	98%		*	*	-	-	-	-	-	*	*	*
<b>Grade 8 Mathematics</b>													
Students Meeting Approaches Grade Level on First STAAR Administration	2018	80%		*	*	-	-	-	-	-	*	*	*
	2017	81%		*	*	-	-	-	-	-	*	*	*
Students Requiring Accelerated Instruction	2018	20%		100%	100%	-	-	-	-	-	*	100%	*
	2017	19%		*	*	-	-	-	-	-	*	*	*
STAAR Cumulative Met Standard	2018	86%		*	*	-	-	-	-	-	*	*	*
	2017	87%		*	*	-	-	-	-	-	*	*	*
STAAR Non-Proficient Students Promoted by Grade Placement Committee	2018	98%		*	*	-	-	-	-	-	*	*	*
	2017	97%		*	*	-	-	-	-	-	*	*	*

TEXAS EDUCATION AGENCY  
 Texas Academic Performance Report  
 2017-18 District STAAR Performance  
 Bilingual Education/English as a Second Language

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

(Current EL Students)

	State	Region 10	District	Bilingual Education				ESL Content	ESL Pull-Out	LEP No Services	LEP with Services	Total EL
				BE-Trans Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way					

STAAR Performance Rate by Subject and Performance Level<sup>A</sup>

<b>All Grades All Subjects</b> At Approaches Grade Level or Above	2018	77%	*	-	-	-	*	*	-	*	*
	2017	75%	*	-	-	-	*	*	-	*	*
	2018	48%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	45%	*	-	-	-	*	*	-	*	*
	2018	22%	*	-	-	-	*	*	-	*	*
At Masters Grade Level	2017	20%	*	-	-	-	*	*	-	*	*
	2018	22%	*	-	-	-	*	*	-	*	*
<b>All Grades ELA/Reading</b> At Approaches Grade Level or Above	2018	74%	*	-	-	-	*	*	-	*	*
	2017	72%	*	-	-	-	*	*	-	*	*
	2018	46%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	44%	*	-	-	-	*	*	-	*	*
	2018	19%	*	-	-	-	*	*	-	*	*
At Masters Grade Level	2017	19%	*	-	-	-	*	*	-	*	*
	2018	19%	*	-	-	-	*	*	-	*	*
<b>All Grades Mathematics</b> At Approaches Grade Level or Above	2018	81%	*	-	-	-	*	*	-	*	*
	2017	79%	*	-	-	-	*	*	-	*	*
	2018	50%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	46%	*	-	-	-	*	*	-	*	*
	2018	24%	*	-	-	-	*	*	-	*	*
At Masters Grade Level	2017	22%	*	-	-	-	*	*	-	*	*
	2018	22%	*	-	-	-	*	*	-	*	*
<b>All Grades Writing</b> At Approaches Grade Level or Above	2018	66%	*	-	-	-	*	*	-	*	*
	2017	67%	*	-	-	-	*	*	-	*	*
	2018	41%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	36%	*	-	-	-	*	*	-	*	*
	2018	13%	*	-	-	-	*	*	-	*	*
At Masters Grade Level	2017	11%	*	-	-	-	*	*	-	*	*
	2018	14%	*	-	-	-	*	*	-	*	*
<b>All Grades Science</b> At Approaches Grade Level or Above	2018	80%	*	-	-	-	*	*	-	*	*
	2017	79%	*	-	-	-	*	*	-	*	*
	2018	51%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	49%	*	-	-	-	*	*	-	*	*
	2018	23%	*	-	-	-	*	*	-	*	*
At Masters Grade Level	2017	19%	*	-	-	-	*	*	-	*	*
	2018	19%	*	-	-	-	*	*	-	*	*
<b>All Grades Social Studies</b> At Approaches Grade Level or Above	2018	78%	*	-	-	-	*	*	-	*	*
	2017	77%	*	-	-	-	*	*	-	*	*
	2018	53%	*	-	-	-	*	*	-	*	*
At Meets Grade Level or Above	2017	53%	*	-	-	-	*	*	-	*	*
	2018	56%	*	-	-	-	*	*	-	*	*

TEXAS EDUCATION AGENCY  
 Texas Academic Performance Report  
 2017-18 District STAAR Performance  
 Bilingual Education/English as a Second Language

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

(Current EL Students)

	State	Region 10	District	Bilingual Education				ESL Content	ESL Pull-Out	LEP No Services	LEP with Services	Total EL
				Early Exit	BE-Trans Late Exit	BE-Dual Two-Way	BE-Dual One-Way					
At Masters Grade Level	2017 49%	53%	*	-	-	-	*	-	-	*	*	
	2018 31%	34%	*	-	-	-	*	-	-	*	*	
	2017 27%	30%	*	-	-	-	*	-	-	*	*	
<b>School Progress Domain - Academic Growth Score</b>												
All Grades Both Subjects	2018 69	71	44	-	-	-	*	-	-	*	*	
All Grades ELA/Reading	2018 69	70	56	-	-	-	*	-	-	*	*	
All Grades Mathematics	2018 70	72	*	-	-	-	*	-	-	*	*	
<b>Progress of Prior-Year Non-Proficient Students</b>												
<b>Sum of Grades 4-8</b>												
Reading	2018 38%	39%	*	-	-	-	*	-	-	*	*	
	2017 35%	35%	*	-	-	-	*	-	-	*	*	
Mathematics	2018 47%	47%	*	-	-	-	*	-	-	*	*	
	2017 43%	43%	*	-	-	-	*	-	-	*	*	

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District STAAR 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	EL (Current)
	99%	94%	99%	94%	97%	11%	97%	12%	97%	98%	*	100%	-	*	98%	97%	100%

**2018 STAAR Participation (All Grades)**

<b>All Tests</b>	99%	94%	99%	94%	97%	11%	97%	12%	97%	98%	*	100%	-	*	98%	97%	100%
Assessment Participant Included in Accountability	94%	94%	94%	94%	12%	11%	12%	11%	11%	2%	*	0%	-	*	9%	11%	13%
Not Included in Accountability	4%	1%	4%	1%	84%	86%	84%	85%	85%	96%	*	100%	-	*	89%	86%	82%
Mobile	1%	0%	1%	0%	0%	1%	0%	2%	0%	0%	*	0%	-	*	1%	1%	4%
Other Exclusions	1%	0%	1%	0%	3%	3%	3%	3%	3%	2%	*	0%	-	*	2%	3%	0%
Not Tested	1%	0%	1%	0%	2%	2%	2%	2%	2%	1%	*	0%	-	*	2%	2%	0%
Absent	0%	0%	0%	0%	1%	1%	1%	1%	1%	1%	*	0%	-	*	0%	1%	0%
Other											*	0%	-	*	0%	1%	0%

**2017 STAAR Participation (All Grades)**

<b>All Tests</b>	99%	94%	99%	93%	97%	10%	97%	7%	96%	95%	-	-	-	100%	97%	96%	97%
Assessment Participant Included in Accountability	94%	93%	93%	93%	7%	10%	7%	13%	13%	7%	-	-	-	43%	11%	10%	13%
Not Included in Accountability	4%	1%	4%	1%	89%	85%	89%	82%	82%	88%	-	-	-	57%	86%	86%	81%
Mobile	1%	0%	1%	0%	0%	1%	0%	1%	1%	0%	-	-	-	0%	0%	0%	3%
Other Exclusions	1%	0%	1%	0%	3%	3%	3%	4%	4%	5%	-	-	-	0%	3%	4%	3%
Not Tested	1%	0%	1%	0%	2%	2%	2%	2%	2%	1%	-	-	-	0%	2%	2%	0%
Absent	0%	0%	0%	0%	1%	0%	1%	1%	1%	4%	-	-	-	0%	1%	3%	3%
Other										4%	-	-	-	0%	0%	0%	0%

**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District Attendance, Graduation, and Dropout Rates**

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	EL (Current)
<b>Attendance Rate</b>													
2016-17	95.7%	96.0%	85.5%	83.7%	85.7%	89.8%	-	-	-	*	80.2%	87.8%	84.6%
2015-16	95.8%	96.2%	85.0%	82.9%	86.0%	85.0%	-	-	-	*	88.6%	86.5%	89.2%
<b>Annual Dropout Rate (Gr 7-8)</b>													
2016-17	0.3%	0.4%	41.2%	30.0%	47.8%	*	-	-	-	-	20.0%	41.2%	35.7%
2015-16	0.4%	0.4%	24.0%	26.7%	22.9%	-	-	-	-	-	14.3%	24.0%	27.3%
<b>Annual Dropout Rate (Gr 9-12)</b>													
2016-17	1.9%	2.0%	32.9%	39.6%	30.6%	25.0%	-	-	-	*	30.0%	32.9%	34.5%
2015-16	2.0%	2.0%	37.4%	33.3%	38.8%	50.0%	-	-	-	*	36.4%	37.4%	36.8%
<b>4-Year Longitudinal Rate (Gr 9-12)</b>													
Class of 2017													
Graduated	89.7%	88.8%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Received TxCHSE	0.4%	0.2%	7.5%	0.0%	13.8%	0.0%	-	-	-	-	0.0%	7.5%	0.0%
Continued HS	4.0%	5.1%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Dropped Out	5.9%	5.9%	92.5%	100.0%	86.2%	100.0%	-	-	-	-	100.0%	92.5%	100.0%
Graduates and TxCHSE	90.1%	89.0%	7.5%	0.0%	13.8%	0.0%	-	-	-	-	0.0%	7.5%	0.0%
Graduates, TxCHSE, and Continuers	94.1%	94.1%	7.5%	0.0%	13.8%	0.0%	-	-	-	-	0.0%	7.5%	0.0%
Class of 2016													
Graduated	89.1%	88.3%	0.0%	0.0%	0.0%	*	-	-	-	*	0.0%	0.0%	0.0%
Received TxCHSE	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%	-	-	-	*	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 TxCHSE	89.6%	88.5%	6.5%	3.3%	9.1%	*	-	-	-	*	0.0%	6.5%	0.0%
Graduates, TxCHSE, and Continuers	93.8%	93.7%	9.1%	3.3%	11.4%	*	-	-	-	*	0.0%	9.1%	0.0%
<b>5-Year Extended Longitudinal Rate (Gr 9-12)</b>													
Class of 2016													
Graduated	91.6%	91.2%	0.0%	0.0%	0.0%	*	-	-	-	*	0.0%	0.0%	0.0%
Received TxCHSE	0.7%	0.4%	6.6%	3.3%	9.1%	*	-	-	-	*	0.0%	6.6%	0.0%
Continued HS	1.2%	1.5%	0.0%	0.0%	0.0%	*	-	-	-	*	0.0%	0.0%	0.0%
Dropped Out	6.6%	6.8%	93.4%	96.7%	90.9%	*	-	-	-	*	100.0%	93.4%	100.0%
Graduates and TxCHSE	92.2%	91.7%	6.6%	3.3%	9.1%	*	-	-	-	*	0.0%	6.6%	0.0%
Graduates, TxCHSE, and Continuers	93.4%	93.2%	6.6%	3.3%	9.1%	*	-	-	-	*	0.0%	6.6%	0.0%
Class of 2015													
Graduated	91.3%	91.1%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Received TxCHSE	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 TxCHSE	92.1%	91.7%	21.7%	9.1%	27.9%	50.0%	*	-	-	*	0.0%	21.7%	25.0%
Graduates, TxCHSE, and Continuers	93.3%	92.9%	21.7%	9.1%	27.9%	50.0%	*	-	-	*	0.0%	21.7%	25.0%
<b>6-Year Extended Longitudinal Rate (Gr 9-12)</b>													
Class of 2015													
Graduated	91.8%	91.7%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%

**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District Attendance, Graduation, and Dropout Rates**

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	EL (Current)
Received TxCHSE	1.0%	0.8%	22.9%	9.1%	30.2%	50.0%	*	-	-	-	0.0%	22.9%	25.0%
Continued HS	0.6%	0.5%	0.0%	0.0%	0.0%	0.0%	*	-	-	-	0.0%	0.0%	0.0%
Dropped Out	6.7%	7.0%	77.1%	90.9%	69.8%	50.0%	*	-	-	-	100.0%	77.1%	75.0%
Graduates and TxCHSE Graduates, TxCHSE, and Continuers	92.8%	92.4%	22.9%	9.1%	30.2%	50.0%	*	-	-	-	0.0%	22.9%	25.0%
Class of 2014	93.3%	93.0%	22.9%	9.1%	30.2%	50.0%	*	-	-	-	0.0%	22.9%	25.0%
Graduated	90.9%	91.2%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Received TxCHSE	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 TxCHSE Graduates, TxCHSE, and Continuers	92.2%	92.0%	23.3%	23.1%	25.0%	14.3%	-	-	-	-	0.0%	23.3%	6.7%
Class of 2016	92.8%	92.6%	23.3%	23.1%	25.0%	14.3%	-	-	-	-	0.0%	23.3%	6.7%
<b>4-Year Federal Graduation Rate Without Exclusions (Gr 9-12)</b>													
Class of 2017	89.7%	88.8%	0.0%	0.0%	0.0%	0.0%	-	-	-	-	0.0%	0.0%	0.0%
Class of 2016	89.1%	88.3%	0.0%	0.0%	0.0%	0.0%	-	-	-	*	0.0%	0.0%	0.0%
<b>RHSP/DAP Graduates (Longitudinal Rate)</b>													
Class of 2017	88.5%	88.6%	-	-	-	-	-	-	-	-	-	-	-
Class of 2016	87.4%	87.3%	-	-	-	-	-	-	-	-	-	-	-
<b>FHSP-E Graduates (Longitudinal Rate)</b>													
Class of 2017	6.0%	6.8%	-	-	-	-	-	-	-	-	-	-	-
Class of 2016	5.5%	4.4%	-	-	-	-	-	-	-	-	-	-	-
<b>FHSP-DLA Graduates (Longitudinal Rate)</b>													
Class of 2017	60.8%	52.2%	-	-	-	-	-	-	-	-	-	-	-
Class of 2016	54.0%	52.6%	-	-	-	-	-	-	-	-	-	-	-
<b>RHSP/DAP/FHSP-E/FHSP-DLA Graduates (Longitudinal Rate)</b>													
Class of 2017	85.9%	87.1%	-	-	-	-	-	-	-	-	-	-	-
Class of 2016	85.1%	86.4%	-	-	-	-	-	-	-	-	-	-	-
<b>RHSP/DAP Graduates (Annual Rate)</b>													
2016-17	87.2%	87.1%	-	-	-	-	-	-	-	-	-	-	-
2015-16	85.6%	85.5%	-	-	-	-	-	-	-	-	-	-	-
<b>FHSP-E Graduates (Annual Rate)</b>													
2016-17	7.2%	7.5%	-	-	-	-	-	-	-	-	-	-	-
2015-16	5.6%	4.4%	-	-	-	-	-	-	-	-	-	-	-
<b>FHSP-DLA Graduates (Annual Rate)</b>													
2016-17	56.5%	43.6%	-	-	-	-	-	-	-	-	-	-	-
2015-16	51.9%	48.2%	-	-	-	-	-	-	-	-	-	-	-
<b>RHSP/DAP/FHSP-E/FHSP-DLA Graduates (Annual Rate)</b>													
2016-17	84.0%	84.6%	-	-	-	-	-	-	-	-	-	-	-
2015-16	83.3%	84.4%	-	-	-	-	-	-	-	-	-	-	-

**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District Graduation Profile**

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

	District Count	District Percent	State Count	State Percent
<b>Graduates (2016-17 Annual Graduates)</b>				
Total Graduates	-	-	334,424	100.0%
<b>By Ethnicity:</b>				
African American	-	-	42,132	12.6%
Hispanic	-	-	164,446	49.2%
White	-	-	105,748	31.6%
American Indian	-	-	1,254	0.4%
Asian	-	-	14,036	4.2%
Pacific Islander	-	-	525	0.2%
Two or More Races	-	-	6,283	1.9%
<b>By Graduation Type:</b>				
Minimum H.S. Program	-	-	37,072	11.1%
Recommended H.S. Program/Distinguished Achievement Program	-	-	252,091	75.4%
Foundation H.S. Program (No Endorsement)	-	-	16,650	5.0%
Foundation H.S. Program (Endorsement)	-	-	3,212	1.0%
Foundation H.S. Program (DLA)	-	-	25,399	7.6%
Special Education Graduates	-	-	25,105	7.5%
Economically Disadvantaged Graduates	-	-	159,476	47.7%
LEP Graduates	-	-	17,579	5.3%
At-Risk Graduates	-	-	132,112	39.5%

**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District College, Career, and Military Readiness (CCMR)**

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	EL (Current)
<b>College, Career, and Military Ready Graduates (Student Achievement)</b>													
College, Career, and Military Ready (Annual Graduates)	54.2%	53.7%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>College Ready Graduates</b>													
College Ready (Annual Graduates)	47.0%	47.5%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>TSJ Criteria Graduates (Annual Graduates)</b>													
English Language Arts	53.2%	54.3%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
Mathematics	42.0%	41.4%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
Both Subjects	37.8%	38.5%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>Completion of Either Nine or More Hours of Dual Credit in Any Subject or Three or More Hours of ELA or Math (Annual Graduates)</b>													
Any Subject	19.9%	15.3%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>AP/IB Met Criteria in Any Subject (Annual Graduates)</b>													
Any Subject	20.1%	25.3%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>Associate's Degree</b>													
Associate's Degree (Annual Graduates)	0.8%	1.0%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>Career/Military Ready Graduates</b>													
Career or Military Ready (Annual Graduates)	13.2%	11.0%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>Approved Industry-Based Certification (Annual Graduates)</b>													
Approved Industry-Based Certification (Annual Graduates)	2.7%	1.5%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>Graduate with Completed IEP and Workforce Readiness (Annual Graduates)</b>													
Graduate with Completed IEP and Workforce Readiness (Annual Graduates)	1.0%	1.2%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>CTE Coherent Sequence Coursework Aligned with Industry-Based Certifications (Annual Graduates)</b>													
CTE Coherent Sequence Coursework Aligned with Industry-Based Certifications (Annual Graduates)	17.3%	15.3%	-	-	-	-	-	-	-	-	-	-	-
2016-17													
<b>U.S. Armed Forces Enlistment (Annual Graduates)</b>													
U.S. Armed Forces Enlistment (Annual Graduates)	2.2%	1.5%	-	-	-	-	-	-	-	-	-	-	-
2016-17													



TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District CCMR-related Indicators

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	EL (Current)
<b>TSIA Results (Examinees &gt;= Criterion) (Annual Graduates)</b>													
Reading													
2016-17	23.4%	15.5%	-	-	-	-	-	-	-	-	-	-	-
2015-16	22.6%	17.3%	-	-	-	-	-	-	-	-	-	-	-
Mathematics													
2016-17	19.8%	11.7%	-	-	-	-	-	-	-	-	-	-	-
2015-16	18.1%	12.2%	-	-	-	-	-	-	-	-	-	-	-
Both Subjects													
2016-17	12.9%	6.6%	-	-	-	-	-	-	-	-	-	-	-
<b>CTE Coherent Sequence (Annual Graduates)</b>													
2016-17	50.5%	53.4%	-	-	-	-	-	-	-	-	-	-	-
2015-16	47.8%	50.4%	-	-	-	-	-	-	-	-	-	-	-
<b>Completed and Received Credit for College Prep Courses (Annual Graduates)</b>													
English Language Arts													
2016-17	0.8%	0.2%	-	-	-	-	-	-	-	-	-	-	-
Mathematics													
2016-17	1.4%	0.3%	-	-	-	-	-	-	-	-	-	-	-
Both Subjects													
2016-17	0.2%	0.1%	-	-	-	-	-	-	-	-	-	-	-
<b>AP/IB Results (Participation) (Grades 11-12)</b>													
All Subjects													
2017	26.2%	32.7%	11.1%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2016	25.5%	32.1%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
English Language Arts													
2017	15.9%	21.5%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2016	15.5%	21.0%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
Mathematics													
2017	7.2%	9.8%	11.1%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2016	6.8%	9.3%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
Science													
2017	10.9%	14.3%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2016	10.4%	13.6%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
Social Studies													
2017	15.0%	19.6%	0.0%	*	0.0%	*	-	-	-	-	n/a	0.0%	n/a
2016	14.8%	19.4%	0.0%	*	*	*	-	-	-	-	n/a	0.0%	n/a
<b>AP/IB Results (Examinees &gt;= Criterion) (Grades 11-12)</b>													
All Subjects													
2017	49.1%	53.7%	*	-	-	*	-	-	-	-	n/a	-	n/a
2016	49.5%	53.6%	-	-	-	-	-	-	-	-	n/a	-	n/a
English Language Arts													
2017	41.3%	44.0%	-	-	-	-	-	-	-	-	n/a	-	n/a
2016	43.3%	45.9%	-	-	-	-	-	-	-	-	n/a	-	n/a
Mathematics													
2017	51.3%	58.4%	*	-	*	*	-	-	-	-	n/a	-	n/a
2016	54.0%	61.4%	-	-	-	-	-	-	-	-	n/a	-	n/a
Science													
2017	38.3%	41.9%	-	-	-	-	-	-	-	-	n/a	-	n/a
2016	35.1%	39.5%	-	-	-	-	-	-	-	-	n/a	-	n/a

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District CCMR-related Indicators

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	EL (Current)
<b>SAT/ACT Results (Annual Graduates)</b>													
<b>Tested</b>													
Social Studies													
2017	41.4%	46.2%	-	-	-	-	-	-	-	-	n/a	-	n/a
2016	41.6%	46.5%	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2017	73.5%	77.6%	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	71.6%	74.4%	-	-	-	-	-	-	-	-	n/a	-	n/a
At/Above Criterion													
Class of 2017	22.3%	27.1%	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	22.5%	27.0%	-	-	-	-	-	-	-	-	n/a	-	n/a
<b>Average SAT Score (Annual Graduates)</b>													
All Subjects													
Class of 2017	1019	1032	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	1375	1388	-	-	-	-	-	-	-	-	n/a	-	n/a
English Language Arts													
Class of 2017	512	517	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	903	909	-	-	-	-	-	-	-	-	n/a	-	n/a
Mathematics													
Class of 2017	507	515	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	472	479	-	-	-	-	-	-	-	-	n/a	-	n/a
<b>Average ACT Score (Annual Graduates)</b>													
All Subjects													
Class of 2017	20.3	20.5	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	20.3	20.2	-	-	-	-	-	-	-	-	n/a	-	n/a
English Language Arts													
Class of 2017	19.9	20.0	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	19.8	19.6	-	-	-	-	-	-	-	-	n/a	-	n/a
Mathematics													
Class of 2017	20.4	20.7	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	20.5	20.6	-	-	-	-	-	-	-	-	n/a	-	n/a
Science													
Class of 2017	20.6	20.7	-	-	-	-	-	-	-	-	n/a	-	n/a
Class of 2016	20.5	20.4	-	-	-	-	-	-	-	-	n/a	-	n/a

**TEXAS EDUCATION AGENCY**  
**Texas Academic Performance Report**  
**2017-18 District Other Postsecondary Indicators**

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	EL (Current)
<b>Advanced Dual-Credit Course Completion (Grades 9-12)</b>													
Any Subject													
2016-17	37.1%	39.4%	0.0%	0.0%	0.0%	*	-	-	-	-	*	0.0%	0.0%
2015-16	35.9%	38.0%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
<b>English Language Arts</b>													
2016-17	16.8%	17.4%	0.0%	0.0%	0.0%	*	-	-	-	-	*	0.0%	0.0%
2015-16	16.2%	16.4%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
<b>Mathematics</b>													
2016-17	19.5%	20.4%	0.0%	0.0%	0.0%	*	-	-	-	-	*	0.0%	0.0%
2015-16	19.3%	20.4%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
<b>Science</b>													
2016-17	5.7%	7.3%	0.0%	0.0%	0.0%	*	-	-	-	-	*	0.0%	0.0%
2015-16	5.1%	6.7%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
<b>Social Studies</b>													
2016-17	21.8%	25.3%	0.0%	0.0%	0.0%	*	-	-	-	-	*	0.0%	0.0%
2015-16	20.8%	24.6%	0.0%	0.0%	0.0%	*	-	-	-	-	0.0%	0.0%	0.0%
<b>Graduates Enrolled in Texas Institution of Higher Education (TX IHE) *** 2015-16 data was updated January 2019 ***</b>													
2015-16	54.7%	53.7%	-	-	-	-	-	-	-	-	-	-	-
2014-15	56.1%	55.6%	-	-	-	-	-	-	-	-	-	-	-
<b>Graduates in TX IHE Completing One Year Without Enrollment in a Developmental Education Course</b>													
2015-16	55.7%	53.7%	-	-	-	-	-	-	-	-	-	-	-
2014-15	55.6%	55.0%	-	-	-	-	-	-	-	-	-	-	-

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Student Information

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

	District		State	
	Count	Percent	Count	Percent
<b>Student Information</b>				
Total Students	521	100.0%	5,385,012	100.0%
<b>Students by Grade:</b>				
Early Childhood Education	0	0.0%	14,684	0.3%
Pre-Kindergarten	0	0.0%	231,297	4.3%
Kindergarten	0	0.0%	371,145	6.9%
Grade 1	0	0.0%	388,362	7.2%
Grade 2	0	0.0%	394,137	7.3%
Grade 3	0	0.0%	409,763	7.6%
Grade 4	0	0.0%	413,654	7.7%
Grade 5	2	0.4%	414,218	7.7%
Grade 6	13	2.5%	402,451	7.5%
Grade 7	48	9.2%	402,350	7.5%
Grade 8	76	14.6%	398,479	7.4%
Grade 9	258	49.5%	432,724	8.0%
Grade 10	87	16.7%	396,968	7.4%
Grade 11	27	5.2%	371,606	6.9%
Grade 12	10	1.9%	343,174	6.4%
<b>Ethnic Distribution:</b>				
African American	233	44.7%	679,472	12.6%
Hispanic	258	49.5%	2,821,189	52.4%
White	28	5.4%	1,498,643	27.8%
American Indian	1	0.2%	20,521	0.4%
Asian	0	0.0%	235,095	4.4%
Pacific Islander	0	0.0%	8,008	0.1%
Two or More Races	1	0.2%	122,084	2.3%
Economically Disadvantaged	521	100.0%	3,164,349	58.8%
Non-Educationally Disadvantaged	0	0.0%	2,220,663	41.2%
English Learners (EL)	111	21.3%	1,014,830	18.8%
Students w/ Disciplinary Placements (2016-17)	0	0.0%	73,713	1.3%
At-Risk	521	100.0%	2,736,547	50.8%
<b>Students with Disabilities by Type of Primary Disability:</b>				
Total Students with Disabilities	126		488,463	
By Type of Primary Disability				
Students with Intellectual Disabilities	50	39.7%	211,650	43.3%
Students with Physical Disabilities	*	*	107,029	21.9%
Students with Autism	*	*	64,238	13.2%
Students with Behavioral Disabilities	73	57.9%	98,927	20.3%
Students with Non-Categorical Early Childhood	0	0.0%	6,619	1.4%

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Student Information

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

Student Information	- Non-Special Education Rates -		- Special Education Rates -	
	District	State	District	State
Retention Rates by Grade:				
Kindergarten	-	1.8%	-	6.9%
Grade 1	-	3.4%	-	6.2%
Grade 2	-	2.1%	-	2.6%
Grade 3	-	1.3%	-	1.0%
Grade 4	-	0.6%	-	0.5%
Grade 5	-	0.7%	0.0%	0.6%
Grade 6	20.0%	0.5%	0.0%	0.6%
Grade 7	28.0%	0.7%	0.0%	0.6%
Grade 8	11.8%	0.6%	4.8%	0.8%
Grade 9	62.4%	8.0%	50.8%	13.5%

Data Quality:	District		State	
	Count	Percent	Count	Percent
Underreported Students	5	0.3%	5,588	0.2%

**Class Size Information**

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

Elementary:	District		State	
	Count	Percent	Count	Percent
Kindergarten	-	-	-	18.7
Grade 1	-	-	-	18.8
Grade 2	-	-	-	18.8
Grade 3	-	-	-	19.0
Grade 4	-	-	-	19.2
Grade 5	1.0	1.0	-	21.2
Grade 6	1.5	1.5	-	20.3
Secondary:				
English/Language Arts	-	-	-	16.7
Foreign Languages	3.7	3.7	-	18.6
Mathematics	-	-	-	17.9
Science	3.4	3.4	-	19.0
Social Studies	3.5	3.5	-	19.3

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Staff Information

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

Staff Information	District		State	
	Count	Percent	Count	Percent
Total Staff	94.6	100.0%	711,768.0	100.0%
Professional Staff:				
Teachers	70.0	74.0%	456,057.2	64.1%
Professional Support	57.0	60.3%	356,838.1	50.1%
Campus Administration (School Leadership)	5.0	5.3%	69,681.8	9.8%
Central Administration	3.0	3.2%	21,435.0	3.0%
Educational Aides:	10.0	10.6%	8,102.4	1.1%
Auxiliary Staff:	14.6	15.4%	71,858.8	10.1%
			183,852.0	25.8%
Librarians & Counselors (Headcount):				
Librarians	0.0	n/a	4,429.0	n/a
Full-time	0.0	n/a	578.0	n/a
Part-time				
Counselors	0.0	n/a	12,131.0	n/a
Full-time	0.0	n/a	1,148.0	n/a
Part-time				
Total Minority Staff:	78.6	83.1%	355,077.7	49.9%
Teachers by Ethnicity and Sex:				
African American	38.0	66.7%	37,167.9	10.4%
Hispanic	5.0	8.8%	97,091.5	27.2%
White	9.0	15.8%	210,286.3	58.9%
American Indian	1.0	1.8%	1,247.6	0.3%
Asian	3.0	5.3%	5,714.6	1.6%
Pacific Islander	0.0	0.0%	1,278.4	0.4%
Two or More Races	1.0	1.8%	4,051.8	1.1%
Males	17.0	29.8%	84,692.8	23.7%
Females	40.0	70.2%	272,145.3	76.3%
Teachers by Highest Degree Held:				
No Degree	0.0	0.0%	5,127.0	1.4%
Bachelors	36.0	63.2%	264,252.5	74.1%
Masters	19.0	33.3%	85,077.3	23.8%
Doctorate	2.0	3.5%	2,381.2	0.7%
Teachers by Years of Experience:				
Beginning Teachers	0.0	0.0%	29,351.3	8.2%
1-5 Years Experience	9.0	15.8%	103,862.8	29.1%
6-10 Years Experience	15.0	26.3%	68,263.7	19.1%
11-20 Years Experience	19.0	33.3%	100,698.4	28.2%
Over 20 Years Experience	14.0	24.6%	54,661.9	15.3%
Number of Students per Teacher	9.1	n/a	15.1	n/a

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Staff Information

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	2.0	6.3
Average Years Experience of Principals with District	2.0	5.4
Average Years Experience of Assistant Principals	1.7	5.2
Average Years Experience of Assistant Principals with District	1.0	4.6
Average Years Experience of Teachers:		
Average Years Experience of Teachers with District	13.8	10.9
Average Years Experience of Teachers with District	6.5	7.1
Average Teacher Salary by Years of Experience (regular duties only):		
Beginning Teachers	-	\$47,667
1-5 Years Experience	\$73,466	\$49,663
6-10 Years Experience	\$74,764	\$52,056
11-20 Years Experience	\$81,152	\$55,246
Over 20 Years Experience	\$118,565	\$61,428
Average Actual Salaries (regular duties only):		
Teachers	\$87,448	\$53,334
Professional Support	\$87,214	\$63,165
Campus Administration (School Leadership)	\$85,832	\$77,712
Central Administration	\$97,736	\$102,300
Instructional Staff Percent:	75.8%	64.4%
Turnover Rate for Teachers:	2.0%	16.6%
Staff Exclusions:		
Shared Services Arrangement Staff:		
Professional Staff	0.0	1,070.9
Educational Aides	0.0	208.7
Auxiliary Staff	0.0	384.2
Contracted Instructional Staff:	0.0	6,218.9

TEXAS EDUCATION AGENCY  
Texas Academic Performance Report  
2017-18 District Staff Information

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	107	20.5%	1,015,456	18.9%
Career & Technical Education	52	10.0%	1,391,689	25.8%
Gifted & Talented Education	0	0.0%	426,953	7.9%
Special Education	126	24.2%	488,463	9.1%
Teachers by Program (population served):				
Bilingual/ESL Education	1.4	2.5%	21,647.8	6.1%
Career & Technical Education	1.4	2.4%	16,795.1	4.7%
Compensatory Education	0.0	0.0%	9,854.5	2.8%
Gifted & Talented Education	0.0	0.0%	6,501.2	1.8%
Regular Education	46.2	81.0%	257,851.7	72.3%
Special Education	8.1	14.1%	31,950.9	9.0%
Other	0.0	0.0%	12,237.0	3.4%

- '/' Domain modeling data applied to year 2017.
- '/' Indicates that rates for reading and mathematics are based on the cumulative results from the first and second administrations of STAAR.
- '\*' Indicates results are masked due to small numbers to protect student confidentiality.
- '\*\*' When only one student disability group is masked, then the second smallest student disability group is masked regardless of size.
- '.' Indicates there are no students in the group.
- 'n/a' Indicates data reporting is not applicable for this group.
- '?' Indicates that the data for this item were statistically improbable or were reported outside a reasonable range.

[Link to: PEIMS Financial Standard Reports 2016-17 Financial Actual Report](#)





**DISCUSSION**

**ITEMS**

**VII.**



**DISCUSSION**

**ITEM**

**N.**



## Academy for Academic Excellence Director's Report November & December 2018

### Director's Report for the Academy for Academic Excellence (AAE) – November and December 2018

The months of November and December allow campuses to wrap up the first semester of school and prepare for the December 'End of Course' assessments.

November 2<sup>nd</sup> was an early release day for all students. This allows teachers/staff to attend content meetings to discuss pre and post test data and share instructional strategies. Campuses also trained their staff on testing procedures for upcoming December End of Course assessment.

The week of December 3<sup>rd</sup> – 7<sup>th</sup> was December of End Of Course (EOCs). All eligible high school students participated in the testing opportunities.

December 21<sup>st</sup> ended the first semester of the 2018-2019 school year. Winter break started Monday, December 24<sup>th</sup>.

In the months of November and December, AAE assisted a total of 59 families from the Food Bank and a total of 38 families from the Clothing Closet.

### CAMPUS HIGHLIGHTS

#### **Juvenile Detention Center (001)**

Latest Campus Enrollment:

Total Enrollment	275
ESL – Total Students	60
SPED - Total Students	59

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

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

#### **Day Reporting Center (002)**

Latest Campus Enrollment:

Total Students:	61
SPED:	07
ESL:	04

Students read 'MANIAC MCGEE.' Students thoroughly enjoyed the book.

DRC had their fourth student to complete their GED.

### **Medlock Youth Village (003)**

Latest Campus Enrollment:

Total Enrollment:	87
Medlock Students:	36
Youth Village Students:	51
SPED - Total Students:	19
Medlock SPED:	06
Youth Village SPED:	13
YV 504 Students:	01
Medlock 504 Students:	01
ESL – Total Students:	14
Medlock ESL:	07
Youth Village ESL:	07

### **Field Trip**

Youth Village students attended Dallas Mavericks games as a part of our level and behavioral system. Students were able to earn eligibility to attend Dallas Mavericks games based on their success in all aspects of the Youth Village program.

### **Dallas Chamber Symphony**

The Dallas Chamber Symphony conducted concerts for the students at Medlock on December 20th.

### **College and Career**

Youth Village College and Career Initiative is preparing for their new career class in welding which starts next semester.

### **Substance Abuse Unit (004)**

Latest Campus Enrollment:

Total Enrollment	25
SPED Students	01
ESL Students	05

After teachers completed semester exam reviews with students they participated in a luncheon/spirit of Christmas and gift-giving event.

Students continued the study of *Macbeth*, and conducted character analyses.

### **Letot (005)**

Latest Campus Enrollment:

Total Enrollment	25 Shelter / RTC 32 / RDT 16
SPED - Total Students	1 Shelter/ 5 RTC & RDT
ESL – Total Students	2 Shelter/ 8 RTC & RDT

Students and staff attended a Christmas Program which included a luncheon. The program had a brief historical component, a skit and a choir.

Letot College and Career Initiative is preparing for their new career class on culinary arts which starts next semester.

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of November 2018:			District Total Enrollment: 492		
District Average Attendance			464 (94.31%)		
District Special Education Student Population			137 (27.85%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	287	35	87	27	56
New Students	147	21	20	12	31
Withdrawals	177	11	14	12	16
Avg. Daily Attendance	281	20	85	22	56
Avg. Daily Enrollment	287	35	87	27	56
Attendance Average	97.91%	57.14%	97.70%	81.48%	100%

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	38	14.18%	10	18.52%	00	0.0%	04	15.38%	60	93.75%
Male	230	85.82%	44	81.48%	90	100%	22	84.62%	04	06.25%
GRADE	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	1		0		0		0		0	
5	1		0		0		0		1	
6	5		0		2		0		0	
7	21		5		7		0		5	
8	40		10		13		6		7	
9	126		33		56		15		31	
10	46		4		11		3		11	
11	24		2		1		1		9	
12	4		0		0		1		0	
AGE	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	0		0		0		0		1	
12	7		1		2		0		1	
13	16		2		3		0		4	
14	35		1		9		2		8	
15	66		16		21		7		14	
16	97		14		32		11		22	
17	46		17		23		6		14	
18+	0		2		0		0		0	
ETHNICITY	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	115	42.91%	27	50.00%	46	51.11%	3	11.54%	26	40.63%
Caucasian	24	08.95%	1	01.85%	4	04.44%	4	15.38%	3	04.68%
Hispanic	125	46.64%	26	48.15%	40	44.44%	19	73.08%	34	53.13%
Native American	2	00.75%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	2	00.75%	0	00.00%	0	00.00%	0	00.00%	1	01.56%

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

**ACADEMY FOR ACADEMIC EXCELLENCE  
PROGRAM STATUS REPORT**

Active Enrollments					
Student Enrollment as of December 2018:			District Total Enrollment: 493		
District Average Attendance			468 (94.93%)		
District Special Education Student Population			173 (35.09%)		
CAMPUSES	JDC - 001	DRC - 002	MED. / YV - 003	SAU - 004	LETOT - 005
	Number	Number	Number	Number	Number
Enrollment	272	36	91	27	67
New Students	238	39	29	17	44
Withdrawals	266	24	27	18	25
Avg. Daily Attendance	268	22	90	21	67
Avg. Daily Enrollment	272	36	91	27	67
Attendance Average	98.53%	61.11%	98.90%	77.78%	100%

**Demographics**

CATEGORY	JDC - 001		DRC - 002		MED. / YV - 003		SAU - 004		LETOT - 005	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
<b>GENDER</b>										
Female	33	12.00%	14	22.95%	00	0.0%	04	16.00%	63	88.73%
Male	242	88.00%	47	77.05%	87	100%	21	84.00%	08	11.27%
<b>GRADE</b>	Number		Number		Number		Number		Number	
3	0		0		0		0		0	
4	0		0		0		0		0	
5	1		0		0		0		1	
6	5		0		1		0		0	
7	24		3		7		0		6	
8	45		10		14		4		9	
9	125		37		54		17		36	
10	46		9		10		4		10	
11	25		2		1		0		9	
12	4		0		0		0		0	
<b>AGE</b>	Number		Number		Number		Number		Number	
10	1		0		0		0		0	
11	0		0		0		0		1	
12	3		1		1		0		1	
13	21		2		3		0		6	
14	38		1		10		2		8	
15	72		15		19		9		17	
16	90		14		34		11		23	
17	50		25		20		3		15	
18+	0		3		0		0		0	
<b>ETHNICITY</b>	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
African American	114	41.45%	31	50.82%	43	49.43%	3	12.00%	28	39.44%
Caucasian	31	11.27%	2	03.28%	5	05.75%	4	16.00%	3	04.23%
Hispanic	127	46.18%	27	44.26%	39	44.82%	18	72.00%	39	54.93%
Native American	2	00.73%	0	00.00%	0	00.00%	0	00.00%	0	00.00%
Other/Asian	1	00.36%	1	01.64%	0	00.00%	0	00.00%	1	01.40%

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



# ACTION ITEMS

## VIII.



**ACTION ITEM**

**0.**





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

## MEMORANDUM

**Date:** January 28, 2019  
**To:** Academy for Academic Excellence School Board  
**From:** Darryl A. Beatty, 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 Grantor and Dallas County Purchasing policies and procedures.

The purpose of this briefing is to request reauthorization of the modified purchasing process used to facilitate the expeditious ordering of needed supplies, travel, and paying invoices.

### Impact on Operations and Maintenance

The Academy for Academic Excellence's FY 2019 budget was approved by the Academy for Academic Excellence School Board at the June 25, 2018, 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. Orders that exceed \$50 require School Board or 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.

Staff members in the Juvenile Department Budget Office and appropriate staff in the Educational unit have received training related to specific line item budget to maintain expenditures within the lines item. Moreover, all staff members have been provided detailed information on the purchasing process including deadlines for the Juvenile Department's Budget Office to meet court dates set by the County Audit, Budget, and Purchasing Departments. 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 reauthorization 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.

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

- (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/or Grantor's purchasing policies and procedures.*

All purchases must comply with Dallas County and TEA 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 the Grantor's 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. Additional services and/or goods requested during the budget year will be acquired and approved following the Department's and Dallas County purchasing policies. This policy reflects the County Audit, Budget, and Purchasing Department policies. This information has been prepared and approved 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:**

  
\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2019-xxx

DATE: January 28, 2019

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 28<sup>th</sup> day of January 2019, 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 reauthorization of the modified purchasing process used to facilitate the expeditious ordering of needed supplies, travel, and paying invoices; and

**WHEREAS,** the Academy for Academic Excellence's FY 2019 budget was approved by the Academy for Academic Excellence School Board at the June 25, 2018, 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. Orders that exceed \$50 require School Board or Commissioners Court approval; and

**WHEREAS,** 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; and

**WHEREAS,** staff members in the Juvenile Department Budget Office and appropriate staff in the Educational unit have received training related to specific line item budget to maintain expenditures within the lines item. Moreover, all staff members have been provided detailed information on the purchasing process including deadlines for the Juvenile Department's Budget Office to meet court dates set by the County Audit, Budget, and Purchasing Departments. Each purchasing request or payment is accompanied by appropriate documentation asserting that the identified items were included in the approved budget; and

**WHEREAS,** the Department is recommending reauthorization 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 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/or Grantor's purchasing policies and procedures.

All purchases must comply with Dallas County and TEA 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 approves the modified approval process for ordering needed supplies and materials.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

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



**ACTION ITEM**

**P.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Darryl A. Beatty, 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 2018 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 28, 2019, and submitted to the Texas Education Agency (TEA) on or before January 28, 2019, as required.

**Impact on Operations and Maintenance:**

The Academy for Academic Excellence's Fiscal Year is from September 1, 2017, through August 31, 2018. 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, 2018.

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 2018 are as follows:

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

- In total, unrestricted net position increased by \$5,443,576. Net position of governmental activities increased from a negative position of \$6,532,261 in fiscal 2017 to a negative position of \$1,088,685 in fiscal 2018. This increase is due to Governmental Accounting Standards Board #75 (GASB75) implementation of new accounting standards. The Academy had general revenues of \$6,895,045 and program revenues of \$1,158,839. Total revenues were \$8,053,884 which is an increase of 15% from the prior year.
- The Academy had \$8,422,124 in expenses, representing an approximate 6% decrease from the prior year.
- In total, net change in fund balance was a positive \$158,781 compared to a negative \$488,627 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:**

General fund revenues accounted for \$6,895,045, or 86% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,158,839, or 14% of all revenues. Total revenues were \$8,053,884.

The Academy had \$7,895,103 in expenditures, representing an approximate 6% increase from the prior year.

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 \$44,750.00 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 2018, 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:**



Darryl A. Beatty, Director  
Dallas County Juvenile Department

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2019 - XXX

DATE: January 28, 2019

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 28<sup>th</sup> day of January 2019, 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 was to present the audit report for the 2018 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 distributed to the Board on January 28, 2019, and submitted to the Texas Education Agency (TEA) on or before January 28, 2019, as required; and

**WHEREAS,** the Academy for Academic Excellence's Fiscal Year is from September 1, 2017, through August 31, 2018. 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, 2018.

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; 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 2018 are as follows:

- In total, unrestricted net position increased by \$5,443,576. Net position of governmental activities increased from a negative position of \$6,532,261 in fiscal 2017 to a negative position of \$1,088,685 in fiscal 2018. This increase is due to Governmental Accounting Standards Board #75 (GASB75) implementation of new accounting standards. The Academy had general revenues of \$6,895,045 and program revenues of \$1,158,839. Total revenues were \$8,053,884 which is an increase of 15% from the prior year.
- The Academy had \$8,422,124 in expenses, representing an approximate 6% decrease from the prior year.
- In total, net change in fund balance was a positive \$158,781 compared to a negative \$488,627 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,** general fund revenues accounted for \$6,895,045, or 86% of all revenues. Program specific revenues, in the form of grants, accounted for \$1,158,839, or 14% of all revenues. Total revenues were \$8,053,884.

The Academy had \$7,895,103 in expenditures, representing an approximate 6% increase from the prior year.

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 \$44,750.00 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 2018, 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 Academy for Academic Excellence School’s annual audit for Fiscal Year 2018, conducted by the firm of Deloitte & Touché, and authorizes 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.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

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



**ACTION ITEM**

**Q.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Approval of E-rate Category 2 Funds for the Academy for Academic Excellence

**Background of Issue:**

On September 12, 2017, the Charter School Board (BO 2017-098) approved agreements with *AT&T and Managed Internet Services* and *Kellogg and Sovereign Consulting* for E-rate services for AAE (Category 1).

The Universal Services for Schools and Libraries Programs (referred hereafter as "E-rate") is one of four programs supported by the Universal Services Fund (USF). "E-rate" is a nickname for this funding stream. The first category of supported services, Category One (1), includes the services needed to support broadband connectivity to schools and libraries. The second category of supported services, Category Two (2), includes discounts for the internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries. Connections for Category 2 are limited to the following:

- Broadband connections used for educational purposes on a school campus.
- Basic maintenance of these connections.
- Services that manage and operate owned or leased broadband internal connections. Examples are: wireless access points, cabling, caching, firewalls, switches, routers, UPS, racks, supporting eligible components, and WLAN controllers.

E-rate is administered by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC), a non-profit corporation overseen by the Federal Communications Commission (FCC).

E-rate is a discount, not a grant. The program provides discounts of 20% up to 90% on the cost of broadband services, and up to 85% for internal connections for broadband, broadband management services, and basic maintenance of broadband internal connections. The E-rate program does not cover the cost of end-user equipment such as computers and telephone handsets, instructional software, teacher training, or the salaries of school or library technology staff.

**Impact on Operations and Maintenance:**

AAE already has the approved agreements (Charter School Board Order #2017-098) with *AT&T and Managed Internet Services* and *Kellogg and Sovereign Consulting* for E-rate services for AAE (Category 1). The 2019-20 school year is the fifth year of the FCC's E-rate Modernization program (Category 2) which may or may not be renewed in 2020-21. It is our recommendation to take advantage of this valuable funding for 2019-20.

Based on PEIMS snapshot in 2018, AAE's enrollment was 505 students. AAE's "pre discount" cap is \$156.23/student per campus for a total of \$87,958.60.

AAE has an allocation of \$87,958.60 in pre-discount funds. E-rate pays 85% of the allocation (\$74,764.81) and AAE will pay 15% of the allocation (\$13,193.79). AAE will have an additional cost of \$2,000.00 for E-rate filings related to Category 2 requests/services and invoiced from *Kellogg & Sovereign Consulting, LLC*. Purchases would be contingent upon the E-rate funding and subsequent Board approval. Allocated funds, by campus, are as follows:

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

**ACADEMY FOR ACADEMIC EXCELLENCE  
BEN 16068395**

ERATE C2 BUDGET based on PEIMS Report 12/5/2018 156,231.97

BEN	Beneficiary Name	Type	Enrollment	Pre Discount Budget
231339	DALLAS CO. JUV JUST CHARTER SCH	School	292	45,619.73
16068396	DRC CAMPUS	School	45	9,582.23
16068400	LETOT CAMPUS	School	53	9,582.23
16068397	MEDLOCK YOUTH VILLAGE	School	87	13,592.18
16068399	SAU CAMPUS	School	28	9,582.23
			505	87,958.60

85% Erate      74,764.81  
15% AAE        13,193.79

AAE, in collaboration with the E-rate contact and Dallas County IT Department, will use the Texas Department of Information Resources (DIR) to determine which approved vendors are best suited for the purchases necessary at the individual campuses. The DIR provides approved Texas contractors who provide technology solutions/services to customers in Texas state government, education and local government entities.

**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 assisting with academic growth.

**Financial Impact/Considerations:**

AAE will allocate \$15,193.79 (\$13,193.79 – 15% of the total allocation and the filing fees for \$2,000.00) in the FY 2020 Budget to cover Category 2 expenses (state-aid/7500). This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager, Ms. Shane Burton, Dallas County IT Operations Chief and Mr. Stanley Victrum, Dallas County Chief Information Officer.

**Performance Impact Measures:**

AAE will comply with E-rate guidelines for Category 2 funds.

**Project Schedule/Implementation:**

Funding will be available during the period July 1, 2019, through September, 30, 2020. AAE will allocate \$15,193.79 (\$13,193.79 – 15% of the total allocation and the filing fees for \$2,000.00) in the FY 2020 Budget to cover Category 2 expenses (state-aid/7500).

**Recommendation:**

It is recommended that the Academy for Academic Excellence School Charter School Board approve the E-rate Category 2 Funds for the Academy for Academic Excellence.

**Recommended by:**

  
 \_\_\_\_\_  
 Darryl A. Beatty, Director  
 Dallas County Juvenile Department



1101 Stadium Drive, Ada, OK 74820  
 p. 580-332-1444 f. 580-332-2532  
 info@kelloggllc.com  
 www.kelloggllc.com

**Professional E-Rate Management Services  
 Academy for Academic Excellence, Dallas County, Dallas, Texas  
 Fee Schedule – Category Two Services**

Professional Fees for E-Rate management services described in the Kellogg & Sovereign® Consulting, LLC (“KSLLC”) *Master Services Agreement for Professional E-Rate Management Services (“MSA”)* and the *Scope of Professional E-Rate Management Services (“Scope of Services”)* are listed below.

Fees listed below are for E-rate filings related to requests for Internal Broadband Connections, Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Broadband Connections categories of service (“C2” or “Category Two”).

**FEES FOR E-RATE FUNDING YEAR 2019 (7/1/2019-6/30/2020)**

Category of Service	Description	Amount	Billing Date
<u>Category 2</u> Internal Broadband Connections, MIBS, & Maintenance	Pre and Post Funding For C2 services	\$2,000.00	June 2019

*Payment terms are net 45 days, unless otherwise noted.*

**Minimum requests.** Due to the complexity of filing E-rate funding requests, the length of time to complete the funding request from initial request to completion of payment, and the administrative costs required, KSLLC will no longer submit individual funding requests (FRN) for services less than \$40/month pre-discount or annual cost of \$480.

**Documentation.** KSLLC will provide E-Rate Documentation on the applicant’s Kellogg & Sovereign Client portal for online access. E-rate applicants also have access to their E-rate documentation on the USAC E-Rate Productivity Center (EPC) at no cost. KSLLC will provide hard copies of documentation only if specifically requested for a cost of \$100 each.

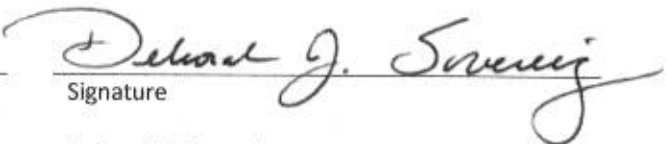
If fees or expenses are not paid within 90 days, KSLLC may elect to terminate the contractual agreement as detailed in the MSA in whole or in part.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

[SIGNATURE PAGE FOLLOWS]

FOR:  
**Academy for Academic Excellence**  
1673 Terre Colony Court  
Dallas, Texas 75212

FOR:  
**Kellogg & Sovereign® Consulting, LLC**  
1101 Stadium Drive  
Ada, OK 74820

Signature	
Printed Name	Deborah J. Sovereign
Title	Owner, CFO
Date	December 5, 2018

*Note: This fee schedule is separate from the fee schedule dated June 2018 for Category One E-Rate requests. This schedule includes KSLLC's services to assist Academy for Academic Excellence with E-rate filings for Category Two products and services.*

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2019 - XXX

DATE: January 28, 2019

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 28<sup>th</sup> day of January 2019, 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,** on September 12, 2017, the Charter School Board (BO 2017-098) approved agreements with *AT&T and Managed Internet Services* and *Kellogg and Sovereign Consulting* for E-rate services for AAE (Category 1).

The Universal Services for Schools and Libraries Programs (referred hereafter as "E-rate") is one of four programs supported by the Universal Services Fund (USF). "E-rate" is a nickname for this funding stream. The first category of supported services, Category One (1), includes the services needed to support broadband connectivity to schools and libraries. The second category of supported services, Category Two (2), includes discounts for the internal connections equipment or services necessary to bring broadband into, and provide it throughout, schools and libraries. Connections for Category 2 are limited to the following:

- Broadband connections used for educational purposes on a school campus.
- Basic maintenance of these connections.
- Services that manage and operate owned or leased broadband internal connections. Examples are: wireless access points, cabling, caching, firewalls, switches, routers, UPS, racks, supporting eligible components, and WLAN controllers.

E-rate is administered by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC), a non-profit corporation overseen by the Federal Communications Commission (FCC).

E-rate is a discount, not a grant. The program provides discounts of 20% up to 90% on the cost of broadband services, and up to 85% for internal connections for broadband, broadband management services, and basic maintenance of broadband internal connections. The E-rate program does not cover the cost of end-user equipment such as computers and telephone handsets, instructional software, teacher training, or the salaries of school or library technology staff.



**WHEREAS,** AAE already has the approved agreements (Charter School Board Order #2017-098) with *AT&T and Managed Internet Services* and *Kellogg and Sovereign Consulting* for E-rate services for AAE (Category 1). The 2019-20 school year is the fifth year of the FCC’s E-rate Modernization program (Category 2) which may or may not be renewed in 2020-21. It is our recommendation to take advantage of this valuable funding for 2019-20.

Based on PEIMS snapshot in 2018, AAE’s enrollment was 505 students. AAE’s “pre discount” cap is \$156.23/student per campus for a total of \$87,958.60.

AAE has an allocation of \$87,958.60 in pre-discount funds. E-rate pays 85% of the allocation (\$74,764.81) and AAE will pay 15% of the allocation (\$13,193.79). AAE will have an additional cost of \$2,000.00 for E-rate filings related to Category 2 requests/services and invoiced from *Kellogg & Sovereign Consulting, LLC*. Purchases would be contingent upon the E-rate funding and subsequent Board approval. Allocated funds, by campus, are as follows:

**ACADEMY FOR ACADEMIC EXCELLENCE**

**BEN 16068395**

ERATE C2 BUDGET based on PEIMS Report 12/5/2018

156.23197

BEN	Beneficiary Name	Type	Enrollment	Pre Discount Budget
231339	DALLAS CO. JUV JUST CHARTER SCH	School	292	45,619.73
16068396	DRC CAMPUS	School	45	9,582.23
16068400	LETOT CAMPUS	School	53	9,582.23
16068397	MEDLOCK YOUTH VILLAGE	School	87	13,592.18
16068399	SAU CAMPUS	School	28	9,582.23
			505	87,958.60

85% Erate 74,764.81  
 15% AAE 13,193.79

AAE, in collaboration with the E-rate contact and Dallas County IT Department, will use the Texas Department of Information Resources (DIR) to determine which approved vendors are best suited for the purchases necessary at the individual campuses. The DIR provides approved Texas contractors who provide technology solutions/services to customers in Texas state government, education and local government entities; 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,** AAE will allocate \$15,193.79 (\$13,193.79 – 15% of the total allocation and the filing fees for \$2,000.00) in the FY 2020 Budget to cover Category 2 expenses (state-aid/7500). This information has been reviewed and approved by Ms. Carmen Williams, Budget Service Manager, Ms. Shane Burton, Dallas County IT Operations Chief and Mr. Stanley Victrum, Dallas County Chief Information Officer; and

**WHEREAS,** AAE will comply with E-rate guidelines for Category 2 funds; and

**WHEREAS,** funding will be available during the period July 1, 2019 through September, 30, 2020. AAE will allocate \$15,193.79 (\$13,193.79 – 15% of the total allocation and the filing fees for \$2,000.00) in the FY 2020 Budget to cover Category 2 expenses (state-aid/7500); and

**WHEREAS,** it was recommended that the Academy for Academic Excellence School Charter School Board approve the E-rate Category 2 Funds for the Academy for Academic Excellence.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves the E-rate Category 2 Funds for the Academy for Academic Excellence.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

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



**ACTION ITEM**

**R.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Interlocal Agreement between Region 10 Education Service Center and Academy for Academic Excellence for the Safety and Security Audit at 1673 Terre Colony Court (Texas Education Code - EDUC § 37.108)

**Background of Issue:**

In May of 2018, after a shooting at the Santa Fe High School in Texas, Governor Abbott convened roundtable discussions with superintendents, administrators, and law enforcement officials to discuss possible improvements to the physical safety of Texas schools. As part of the discussion, the Governor focused on listening to what changes to existing school safety practices should be made. The focus was on making schools safer through increased law enforcement, better threat assessment and intervention, and mental health interventions.

It was decided that each school district or public junior college district shall adopt and implement a multi-hazard emergency operations plan for use in the district's facilities. The plan must address mitigation, preparedness, response, and recovery as defined by the commissioner of education or commissioner of higher education in conjunction with the governor's office of homeland security. The plan must provide for:

- (1) district employee training in responding to an emergency;
- (2) if the plan applies to a school district, mandatory school drills and exercises to prepare district students and employees for responding to an emergency;
- (3) measures to ensure coordination with the Department of State Health Services and local emergency management agencies, law enforcement, health departments, and fire departments in the event of an emergency; and
- (4) the implementation of a safety and security audit as required by Subsection (b).
  - (b) At least once every three years, each school district or public junior college district shall conduct a safety and security audit of the district's facilities. To the extent possible, a district shall follow safety and security audit procedures developed by the Texas School Safety Center or a comparable public or private entity.
  - (c) A school district or public junior college district shall report the results of the safety and security audit conducted under Subsection (b) to the district's board of trustees and, in the manner required by the Texas School Safety Center, to the Texas School Safety Center.

**Impact on Operations and Maintenance:**

The Region 10 Education Service Center (R10 ESC) and the Academy for Academic Excellence (AAE) agree to enter into an arrangement for the purpose of conducting and reporting safety and security audits as required by law, Texas Education Code 37.108(b).

With Board approval, AAE agrees to a charge of \$895 for the safety and security audit service at 1673 Terre Colony Court. The Audit will consist of a thorough onsite survey by a R10 ESC Safety and Security Auditor, onsite interviews with selected staff members as well as an extensive written report consisting of findings, commendations, and recommendations. The checklist used by the auditors for conducting the onsite survey will be provided to districts along with the final audit report.

Once the audit is complete and the final audit report is submitted, AAE will convene staff from the District and County to comply with recommendations made from the safety and security audit.

**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 assisting with academic growth.

**Legal Information:**

The safety and security audit is a requirement for all schools (*Texas Education Code - EDUC § 37.108*). This agreement has been approved to form by Ms. Denika Caruthers, Legal Advisor to the Juvenile Department.

**Financial Impact/Considerations:**

The R10 ESC and AAE agree to enter into this arrangement for the purpose of conducting and reporting safety and security audits as required by law, Texas Education Code 37.108(b). The district agrees to a charge of \$895 to be paid for state aid (7500). This information has been reviewed by Ms. Carmen Williams, Budget Service Manager.

**Performance Impact Measures:**

AAE will comply with Texas Education Code - EDUC § 37.108.

**Project Schedule/Implementation:**

Implementation is during the 2018-2019 school year which completes the first year of the three year cycle requirement.

**Recommendation:**

It is recommended that the Academy for Academic Excellence School Charter School Board approve the Interlocal Agreement between Region 10 Education Service Center and Academy for Academic Excellence for the Security and Safety Audit at 1673 Terre Colony Court.

**Recommended by:**



Darryl A. Beatty, Director  
Dallas County Juvenile Department

**INTERLOCAL AGREEMENT (“Agreement”)**

**BETWEEN**

**REGION 10 EDUCATION SERVICE CENTER**

**AND**

**DALLAS COUNTY JUVENILE DEPARTMENT (“DJCD”) on behalf of**

**THE ACADEMY FOR ACADEMIC EXCELLENCE (“AAE”) FOR SAFETY AND SECURITY AUDIT**

**AT 1673 TERRE COLONY COURT**

*Texas Education Code - EDUC §37.108*

**AGREEMENT FOR SAFETY AND SECURITY AUDIT SERVICES**

**DATE OF AGREEMENT:** \_\_\_\_\_, 2018

**PARTIES:** The Region 10 Education Service Center and the Dallas County AAE agree to enter into this arrangement for the purpose of conducting and reporting safety and security audits as required by law, Texas Education Code 37.108(b).  
The district agrees to a charge of \$895 per campus audit and \$300 for audits of each other facility identified by the district (athletic, administrative, special services facilities). The campus fee is the same for each instructional facility provided that the LEA contracts with Region 10 to audit all campuses within the district.

**REGION 10 EDUCATION SERVICE CENTER RESPONSIBILITIES:**

1. Assign lead auditors to conduct security audit activities within the district.
2. Follow the procedures established with the district contact to schedule and conduct security audits of identified district facilities.
3. Conduct the audit during a regular school day with the assistance of any administrator assigned by the district.
4. Conduct an exit conference with the facility contact.
5. Prepare and submit a written security audit report to the campus/facility contact with a notice to the district contact confirming that the audit report has been submitted.
6. Complete all audits no later than July 1, 2020.
7. Invoice the district for the audits completed each year during the three-year cycle.

**SCHOOL DISTRICT RESPONSIBILITY:**

1. Assign a district contact to coordinate all details with the lead auditors from Region 10.
2. Inform all principals and other facility contacts of the purpose, nature, scope and legal requirements related to the security audits. Encourage district staff to cooperate and assist the audit team in the conduct of the audit.
3. Assign campus administrators, as needed, to assist the lead auditor with each campus audit.

**COMMITMENT:** We, the undersigned, do hereby express our understanding of and approve the provisions of this agreement. We agree that the district may cancel this arrangement at any time for any reason.

**I. INDEMNIFICATION:**

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

**II. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:**

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

**III. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

**VI. ENTIRE CONTRACT:**

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

**V. SIGNATORY WARRANTY:**

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

**DALLAS COUNTY CHARTER SCHOOL BOARD:**

**REGION 10 EDUCATION SERVICE CENTER:**

\_\_\_\_\_  
By: Judge Cheryl Shannon, President  
Dallas County Charter School Board

\_\_\_\_\_  
By: Mark Keahey, Assistant Director  
Administrative Services  
Region 10 Education Service Center

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Ms. Denika Caruthers, Legal Advisor  
Dallas County Juvenile Department

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2019 - XXX

DATE: January 28, 2019

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 28<sup>th</sup> day of January 2019, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

**WHEREAS,** in May of 2018, after a shooting at the Santa Fe High School in Texas, Governor Abbott convened roundtable discussions with superintendents, administrators, and law enforcement officials to discuss possible improvements to the physical safety of Texas schools. As part of the discussion, the Governor focused on listening to what changes to existing law on school safety practices should be made. The focus was on making schools safer through increased law enforcement, better threat assessment and intervention, and mental health interventions.

It was decided that each school district or public junior college district shall adopt and implement a multi-hazard emergency operations plan for use in the district's facilities. The plan must address mitigation, preparedness, response, and recovery as defined by the commissioner of education or commissioner of higher education in conjunction with the governor's office of homeland security. The plan must provide for:

- (1) district employee training in responding to an emergency;
- (2) if the plan applies to a school district, mandatory school drills and exercises to prepare district students and employees for responding to an emergency;
- (3) measures to ensure coordination with the Department of State Health Services and local emergency management agencies, law enforcement, health departments, and fire departments in the event of an emergency; and
- (4) the implementation of a safety and security audit as required by Subsection (b).
  - (b) At least once every three years, each school district or public junior college district shall conduct a safety and security audit of the district's facilities. To the extent possible, a district shall follow safety and security audit procedures developed by the Texas School Safety Center or a comparable public or private entity.
  - (c) A school district or public junior college district shall report the results of the safety and security audit conducted under Subsection (b) to the district's board of trustees and, in the manner required by the Texas School Safety Center, to the Texas School Safety Center; and

**WHEREAS,** Region 10 Education Service Center (R10 ESC) and the Academy for Academic Excellence (AAE) agree to enter into this arrangement for the purpose of conducting and reporting safety and security audits as required by law, Texas Education Code 37.108(b).



AAE agrees to a charge of \$895 for the safety and security audit service at 1673 Terre Colony Court. The Audit will consist of a thorough onsite survey by a R10 ESC Safety and Security Auditor, onsite interviews with selected staff members as well as an extensive written report consisting of findings, commendations, and recommendations. The checklist used by the auditors for conducting the onsite survey will be provided to districts along with the final audit report.

Once the audit is complete and the final audit report is submitted, AAE will convene staff from the District and County to comply with recommendations made from the safety and security audit; 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,** the safety and security audit is a requirement for all schools (*Texas Education Code - EDUC § 37.108*). This agreement has been approved to form by Ms. Denika Caruthers, Legal Advisor to the Juvenile Department; and

**WHEREAS,** R10 ESC and AAE agree to enter into this arrangement for the purpose of conducting and reporting safety and security audits as required by law, Texas Education Code 37.108(b). The district agrees to a charge of \$895 to be paid for state aid (7500). This information has been reviewed by Ms. Carmen Williams, Budget Service Manager; and

**WHEREAS,** AAE will comply with Texas Education Code - EDUC § 37.108; and

**WHEREAS,** implementation is during the 2018-2019 school year which completes the first year of the three year cycle requirement; and

**WHEREAS,** it was recommended that the Academy for Academic Excellence Charter School Board approve the Interlocal Agreement between Region 10 Education Service Center and Academy for Academic Excellence for the Security and Safety Audit at 1673 Terre Colony Court.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves the Interlocal Agreement between Region 10 Education Service Center and Academy for Academic Excellence for the Security and Safety Audit at 1673 Terre Colony Court.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

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



**ACTION ITEM**

**S.**



**DALLAS COUNTY  
JUVENILE DEPARTMENT**

**Darryl A. Beatty**  
Director Juvenile Services  
Chief Juvenile Probation Officer

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

**MEMORANDUM**

**Date:** January 28, 2019  
**To:** Academy for Academic Excellence Charter School Board  
**From:** Darryl A. Beatty, Director  
**Subject:** Approval of Improvement Plan Goals for the Academy for Academic Excellence

**Background of Issue:**

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

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

**Impact on Operations and Maintenance:**

The implementation of the strategies indicated in the Improvement Plans is crucial to the District's accountability. Specific items to be noted in the School Improvement Plans are:

- Identify the use of funds.
- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
- Identify District goals and initiatives.

**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 assisting with academic growth.

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

**Legal Information:**

This information is a Title I mandate.

**Financial Impact/Considerations:**

There is no financial impact.

**Performance Impact Measures:**

Improvement Plans support overall student achievement.

**Project Schedule/Implementation:**

Implementation is for the 2018-2019 school year.

**Recommendation:**

It is recommended that the Academy for Academic Excellence School Charter School Board approve the Improvement Plan Goals for the Academy for Academic Excellence.

**Recommended by:**

  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

ACADEMY FOR ACADEMIC EXCELLENCE CHARTER SCHOOL BOARD ORDER

ORDER NO: 2019 - XXX

DATE: January 28, 2019

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 28<sup>th</sup> day of January 2019, in accordance with the Texas Open Meetings Act, with a quorum of the members present, to wit:

Name	Name	Name
Name	Name	Name
Name	Name	Name

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

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

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

**WHEREAS,** the implementation of the strategies indicated in the Improvement Plans is crucial to the District's accountability. Specific items to be noted in the School Improvement Plans are:

- Identify the use of funds.
- Identify specific resources and/or activities to reasonably address the intents and purposes of the program(s).
- Identify District goals and initiatives; 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,** this information has been reviewed and approved as to form by Ms. Denika Caruthers, Legal Advisor, Dallas County Juvenile Department; and
- WHEREAS,** this information is a Title I mandate; and
- WHEREAS,** there is no financial impact; and
- WHEREAS,** Improvement Plans support overall student achievement; and
- WHEREAS,** implementation is for the 2018-2019 school year; and
- WHEREAS,** it was recommended that the Academy for Academic Excellence School Charter School Board approve the Improvement Plan Goals for the Academy for Academic Excellence.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the Academy for Academic Excellence Charter School Board approves the Improvement Plan Goals for AAE for the 2018-2019 school year.

**DONE IN OPEN BOARD MEETING** this 28<sup>th</sup> day of January, 2019.

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:

\_\_\_\_\_  
Darryl A. Beatty, Director  
Dallas County Juvenile Department

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



**EXECUTIVE  
SESSION  
IX.**