

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES
7:00 PM

Irving ISD Board Room
2621 West Airport Freeway
Irving, TX 75062
Monday, July 19, 2021

A G E N D A

I. CALL TO ORDER FOR 7:00 P.M. REGULAR BOARD MEETING

II. FIRST ORDER OF BUSINESS

A. Announcement by the chairperson whether a quorum is present, and that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

B. Invocation

C. Pledge of Allegiance to the American and Texas Flags (Trustees)

D. Receive Public Input on 2021-2022 ESSA and 2021-2024 ESSER Expenditure Plans (F. Natividad) 5

E. Public Comment

Individuals wishing to address the Board on agenda items or make comments regarding issues not on the agenda will be heard at this time.

III. ACTION ITEMS

A. Consider Approval of Consent Agenda Items:

1. Consider Approval of Minutes for Work Session on Monday, June 21, 2021 and Regular Board Meeting on Monday, June 21, 2021 (M. Hernandez) 8

2. Consider Approval of Financial Statement for May 2021 (A.D. Jenkins) 12

3. Consider Approval of Resolution and Order No. 20-21-13 Authorizing July Amendment to the 2020-2021 Budget (A.D. Jenkins) 37

4. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins) 46

5. Consider Approval of the 2021-2022 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers (J. Acosta)	92
6. Consider Approval of 2021-2022 District Monthly TRS ActiveCare Contribution (G. Micinski/A. Reyes/M Webb)	94
7. Consider Approval of College Readiness and Success College Board Contract #CB-00029892 (D. Galindo)	96
8. Consider Approval of Irving Independent School District's Elementary and Secondary School Relief (ESSER) Plan (J. Porter)	116
9. Consider Approval of the 2021-2022 Irving ISD Student Code of Conduct (L. Campbell)	117
10. Consider Approval of an Interlocal Agreement/Memo of Understanding between the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) and Irving ISD for the 2021-2022 School Year (L. Campbell)	162
11. Consider a Motion to Assign to the Superintendent or Designee the Permission to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Collector and Further Assign to the Superintendent or Designee to Set the Date and Time for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2021-2022 School Year (G. Micinski/C. Elzy)	194
12. Consider Approval of Item No. 2021-35 Approving the Renewal of Award of Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Services (J. Pilgrim/M. Edwards-Scott)	195
13. Consider Approval of Item No. 2021-36 Approving the Renewal of Award of Request for Proposal (RFP) #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals (J. Pilgrim)	200
14. Consider Approval of Item No. 2021-37 Approving the Renewal of Award of Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel (J. Pilgrim)	204
15. Consider Approval of Item No. 2021-38 Approving the Award of Request for Proposal (RFP) #21-102-880 for the Purchase of Bilingual and ESL Instructional Materials (J. Pilgrim/B. De La Sierra)	208
16. Consider Approval of Item No. 2021-39 Approving the Award of Request for Proposal (RFP) #21-105-880 for the Purchase of Bilingual and ESL Instructional Software (J. Pilgrim/B. De La Sierra)	216

17. Consider Approval of Item No. 2021-40 Approving the Renewal of Award of Request for Proposal (RFP) #18-56-914 for the Purchase of HVAC Repair and Services (J. Scrivner/J. Pilgrim)	224
18. Consider Approval of Item No. 2021-41 Approving the Renewal of Award of Request for Proposal (RFP) #20-53-914 and RFP #20-55-914 for the Purchase of HVAC Parts, Equipment and Related Services (J. Scrivner/J. Pilgrim)	228
19. Consider Approval of Item No. 2021-42 Approving the Renewal of Award of Request for Proposal (RFP) #18-67-914 for the Purchase of Skilled Crafts and Trade Services (J. Scrivner/J. Pilgrim)	233
20. Consider Approval of Item No. 2021-43 Approving the Expenditure of Funds and Award of Request for Quote #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment (S. Smith/A. McQuarters/J. Pilgrim)	240
21. Consider Approval of Item No. 2021-44 Approving the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students, and Delegate Authority to the Superintendent or her Designee to Approve Awards of Solicitations and Execute Contracts as Necessary (A. McQuarters/S. Smith/J. Pilgrim)	244
22. Consider Approval of Fourth Amendment to The Interlocal Agreement for Security and Peace Officer Services (M. Bradford/A. Smith)	248
23. Motion to Ratify Contract for Purchase of Real Property (JC Martinez/A. Smith)	254
B. Consider Approval of First Reading of Proposed Revisions to the Local Policies as Applicable per TASB Updates 117: CH(LOCAL) Purchasing and Acquisition, CHE(LOCAL) Purchasing and Acquisition - Vendor Disclosures and Contracts, CV(LOCAL) Facilities Construction, DEC(LOCAL) Compensation and Benefits - Leaves and Absences (JC Martinez)	275

IV. OTHER BUSINESS

A. Written Reports

1. Division Reports

a. Business Services

- Total Tax Collections
- Payroll
- Investment Earnings

306

b. Human Resources

c. Support Services

310

- Monthly Maintenance Work Order Summary Report

B. Announcements

1. Administration

a. Superintendent Announcement(s)

2. Board of Trustees

a. Individual Trustee Report on IISD Student Activity Event

V. **EXECUTIVE SESSION**

A. Section 551.071 - To seek the advice of the Board's attorney about:

- Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation
- A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act

B. Section 551.072 - To deliberate the purchase, exchange, sale, lease or value of real property if such deliberation in open session would have a detrimental effect on the Board's position in negotiations with a third party

C. Section 551.074 - To deliberate the appointment, employment, resignation, evaluation, reassignment, proposed nonrenewals, termination, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee

VI. **RECONVENE** from Closed Meeting for Action Relative to Items Covered in Such Meeting.

A. Consider Action by the Board Related to Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation

B. Consider Action by the Board on Purchase, Exchange, Lease or Sale of Real Property

C. Consider Action Regarding Public Officer(s) or Employee(s) Considered in Executive Session as Authorized by Section 551.074, Texas Government Code

VII. **ADJOURNMENT**

**RECEIVE PUBLIC INPUT ON 2021-2022 ESSA AND 2021-2024 ESSER
EXPENDITURE PLANS**

Fernando Natividad, Finance, State & Federal Programs Officer, will be in attendance to receive public input on the preliminary planning for expenditure of Every Student Succeeds Act (ESSA) federal funds and of Elementary and Secondary School Emergency Relief (ESSER) funds.

Attachment:

1. Public Input on Federal Funds Preliminary Planning

Preliminary Planning of 2021-2022 Every Student Succeeds Act (ESSA) Funds and 2021-2024 of Elementary and Secondary School Emergency Relief (ESSER) Funds

Title I

\$9,386,288

- Its intent of the funding is to improve the quality of education programs and ensure students from low-income families have opportunities to meet challenging state assessments.
- 85% (\$7,950,833) of total resources is sent to campuses.
- 10% is set aside for the following programs: Home Instruction for Parents of Preschool Youngsters (HIPPY), parent involvement, services for homeless students, and summer school programs.
- 2% is set aside to fund some District level positions such as District Homeless Liaison, District Translator/Interpreter, etc.
- 3% is set aside for indirect costs.

Title II

\$1,203,783

- The intent of the funding is to support educators in their work to improve the overall quality of instruction and ensure equity of educational opportunity for all students.
- Recruiting and retention of highly qualified teachers.
- 85% (\$1,023,215) of total resources used for salaries of instructional coordinators to support professional development in the classroom.
- 12% is for instructional classroom resources and materials to train and develop new and current instructional staff.
- 3% is set aside for indirect costs.

Title III

\$1,542,029

- The intent of this funding is to ensure that English Learners (ELs) and immigrant students attain English proficiency and develop high levels of academic achievement in English.
- 89% (\$1,375,000) of total amount will be allocated to cover staffing needs, such as specialists, coordinators, and supplemental tutors.
- 8% covers supplies, curriculum, reading materials, and some contracted services for academic year and summer school.
- 3% is set aside for indirect costs.

Title IV, Part A

\$702,454

- 62% to provide all students access to a well-rounded education.
- 20% to improve academic outcomes by maintaining safe and healthy students.
- 15% to improve the use of technology to advance student academic achievement.
- 3% is set aside for indirect costs.

ESSER II 2021-2023

\$32,480,586

- The intent of this funding is to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on academic loss, and on the social, emotional, and mental health.

ESSER III 2021-2024

\$72,946,783

- The intent and purpose of ESSER III funding is to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on students.

ESSER III		ESSER II	
Per Year		Per Year	
Area to be addressed	Amount	Area to be addressed	Amount
Technology	\$ 9,000,000	Hold-Harmless for any deficiency in ADA beyond the 1st two 6-weeks	\$ 3,750,000
School Leadership (Learning Loss, Social Emotional Learning, etc.)	\$ 12,000,000	Incentive Payment in response to the hardships due to COVID-19	\$ 4,000,000
Attendance/ Drop-out	\$ 500,000	New Districtwide Initiatives	\$ 3,500,000
Parent Education, Community Engagement, HIPPE and HIEPE	\$ 750,000	Social Emotional Learning for Staff	\$ 3,000,000
Food and Nutritional Services	\$ 750,000	Accommodations for new staff (Minor remodeling, laptops, etc.)	\$ 1,000,000
Personal Protective Equipment (PPE)	\$ 1,000,000	Parent Centers (Technology)	\$ 500,000
Indirect Cost	\$ 315,594	Food Services (Equipment)	\$ 250,000
		Indirect Cost	\$ 240,293
Subtotal	\$ 24,315,594	Subtotal	\$ 16,240,293
*Total of \$72,946,783 in 3 years		*Total of \$32,480,586 in 2 years	

Please direct comments and/or concerns to Fernando Natividad, Finance, State & Federal Programs Officer, fnatividad@irvingisd.net 972-600-6101

**IRVING INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING - BOARD OF TRUSTEES
7:00 P.M.
Board Room
Monday, June 21, 2021**

Call to Order The work session was called to order by President Randy Randle at 7:00 p.m.

MEMBERS Randy Randle, President
PRESENT: Nuzhat Hye, Vice President
 Pamela Campbell, Secretary
 Tony Grimes
 A.D. Jenkins
 Michael Kelley
 Dr. Rosemary Robbins

ABSENT: none

ALSO Magda Hernandez, Superintendent
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent
 Dr. Jackie Gorena, Chief of Learning Services
 Dr. Andre Smith, Chief of Schools
 Gary Micinski, Chief Financial Officer
 Alvin McQuarters, Chief of Technology, and Innovation
 Dr. Nicole Mansell, Chief of Marketing and
 Communications
 David Bunker, District General Council
 Dr. Jeannine Porter, Chief of Employee Services
 Jerome Pilgrim, Director of Purchasing
 Karen Edwards, Executive Assistant
 Dr. Cynthia Jaid, Executive Director of Learning Services
 Dr. Dorian Galindo, Executive Director of Planning
 Evaluation and Research
 Karyn Beauchamp, Director of Clinic and Health Services
 Crystal Scanio, ISF Executive Director
 Karen Edwards, Executive Assistant

VISITORS: Michael McKee
 Dr. Steven Jones
 Lee Mosty
 Geoffrey Harris, UEA
 Phil Meaders, ISF
 Christina Winters
 Gwen Craig, 804 S Story Rd
 Patricia Bauer
 Jennifer Schrum
 Caritina Medina, 3414 W Pioneer Dr
 Rev. Willie J Bumcon

Invocation was given by Rev. Willie J. Bumcon, New Home Missionary Church

The pledges to the flags were led by Trustee Nuzhat Hye

Irving Schools Crystal Scanio, Executive Director presented the Irving Schools Foundation
Foundation Annual annual report including accomplishments, grants and scholarships.
Report

Public Comment Dr. Steven Jones spoke

Motion was made by Tony Grimes, and seconded by Nuzhat Hye to approve the consent agenda as follows:

1. Approval of Minutes from the Special Called Meeting, Tuesday, May 11, 2021, Board Work Session on Monday, May 17, 2021, and Regular Board Meeting on Monday, May 17, 2021
2. Approval of Financial Statement for April 2021
3. Approval of Resolution and Order No. 20-21-12 Authorizing June Amendment to the 2020-2021 Budget
4. Approval of Supplements to Irving ISD Tax Rolls
5. Adoption of Resolution 20-21-15 Regarding ESSER funding and updated to Local Policy CB
6. Approval of Irving Independent School Region Day School Program for the Deaf 2021-2022 Shared Services Arrangement Agreement
7. Approval of the Optional Flexible School Day Program at Cardwell Career Preparatory Center
8. Approval of Interlocal Agreement between University of Texas at Arlington and Irving Independent School District for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate Nursing Program
9. Approval of interlocal Agreement between Texas Woman's University and Irving Independent School for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate nursing Program
10. Acceptance of Gifts and Donation to the District

Motion passed 7-0

Motion of Approval of Resolution No. 20-21-16 Approving the Purchase of the Irving Family YMCA Property, located at 2200 West Irving Boulevard, Irving, Texas 75061, in the amount no -to- Exceed \$1,895,000.0 for the Purchase Price in Order to Acquire Same, Plus Title, Closing Cost and Fees Described in the Purchase Sales Contract and Delegating Authority to the Superintendent of other Designee to Execute the Purchase Sales Contract and

Administration recommended the approval of the purchase of the YMCA.

Motion was made by Trustee Jenkins and Seconded by Trustee Grimes to approve the Purchase of the YMCA.

Motions passed 7-0

Related Documents as Appropriate

Motion to Approve the Compensation for the Retention and Incentive Purposes for the 2021-2022 School Year

Approval for the Retention and Incentive Compensation for the 2021-2022 School year.

Motion was made by Trustee Robbins and Seconded by Trustee Campbell

Motion passed 7-0

Motion to Approve the Second Reading of the Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB updates 116: FFA (Local) Student Welfare – Wellness and Health Services, CQB (LOCAL) Technology Resources – Cybersecurity, DCD (LOCAL) Employment Practices – At Will Employment DCE (LOCAL) Employment Practices – Other Types of Contracts, FCCA (LOCAL) Wellness and Health Services – Medical Treatment GKA (LOCAL) Community Relation – Conduct on School Premises

Approval of the policies was presented

Motion was made by Trustee Hye and Seconded by Trustee Campbell

Motion passed 7-0

Motion to Approve First and Final Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates: DEC (LOCAL) – Compensation and Benefits – Leave and Absences; DEA (LOCAL) – Compensation and Benefits – Compensation Plan

Approval of the First and Final Readings of Proposed Revisions

Motion was made by Trustee Hye and Seconded by Trustee Campbell

Motion passed 7-0

Announcements
Administration

Superintendent Hernandez Congratulated the Class of 2021. Ms Hernandez also mention the Vaccine Drive Clinics and gave a shout out to Karyn Beauchamp, Director of Clinic and Health services for coordinating this for out Student Staff, Families and Community members.

Announcements

Thank you to the 2021 Graduates and the HIPPY Graduation

The Regular Meeting adjourned at 7:41 p.m.

CONSENT AGENDA ITEM
7/19/2021

TOPIC: Financial Statements for May 2021

SUBMITTED BY: Gary Micinski, Chief Financial Officer

BACKGROUND: The monthly preparation of the financial statements is to provide information about the financial position, performance, and changes in financial position of the District, which can be useful to the Board of Trustees, management, and other stakeholders in making economic decisions.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board approve the Financial Statements for May 2021.

RECOMMENDED BOARD MOTION: I move the Board approve the Financial Statements for May 2021.

Attachments:

1. Summary Memo from Mahdia Lalee to Gary Micinski
2. Graphic Presentation of Expenditures and Fund Balance
3. Expenditures and Revenue Report for All Funds
4. Balance Sheet Reports for General Operating, Food Service and Debt Service Funds

Date: July 19, 2021
To: Gary Micinski, Chief Financial Officer
From: Mahdia Lalee, Director of Business Operations
Subject: Financial Statements for May 2021

General Operating Fund

Revenue:

Total revenue and other sources for the General Operating Fund through May were \$278,331,560 or 81.4% of budget, compared to \$279,112,612 or 82.0% of budget last year, a decrease of \$781,052 or .28%. The decrease in total revenue and other sources was attributed to the following item:

- State revenue including per capita and foundation receipts totaled \$115,643,641 compared to \$125,943,676 last year, a decrease of \$10,300,035 or 8.2%. However, tax collections totaled \$155,422,977 compared to \$145,073,094 last year, an increase of \$10,349,883 or 7.1%.
- Interest earnings through May were \$261,128 compared to \$1,927,510 last year, a decrease of \$1,666,382 or 86.5%.

Expenditures:

Total expenditures and other uses for the General Operating Fund through May were \$238,744,327 or 66.3% of budget, compared to \$228,929,818 or 66.3% of budget last year, an increase of \$9,814,509 or 4.29%. The increase in total expenditures was attributed to the following item:

- Function 11 – Payroll expenditures were \$142,198,173 or 73.1% of budget, compared to \$132,652,638 or 71.6% of budget last year, an increase of \$9,545,535 or 7.2%. This increase is attributed to the hiring of teachers for PreK programs at elementary campuses.

Food Service Fund

Revenue:

Total revenue and other sources for the Food Service Fund through May were \$18,885,720 or 102.8% of budget compared to \$18,530,083 or 75.2% of budget last year, an increase of 355,638 or 1.92%. The increase in total revenue was attributed to the following item:

- The gap in reduction of meals served in 2020-2021 is getting smaller. Campuses served more in person students in May of this year compared to May last year.

Expenditures:

Total expenditures and other uses for the Food Service Fund through May were \$16,298,493 or 76.4% of budget compared to \$17,102,169 or 60.2% of budget last year which represents a decrease of \$803,675 or 4.7%. The decrease in total expenditures was attributed to the following item:

- The reduction in expenditures is the result of the significant decline in meals served in 2020-2021 FY and the reduction of capital outlay projects.

Meals Served thru May – Current & Prior Year Comparison

Breakfast			Lunch			Dinner		
19-20	20-21	Diff (+/-)	19-20	20-21	Diff (+/-)	19-20	20-21	Diff (+/-)
2,631,165	2,333,697	(297,468)	3,125,054	2,727,000	(398,054)	152,515	42,332	(110,183)
		(11.3%)			(12.7%)			(72.2%)

Debt Service Fund

Revenue:

There was no significant difference in total revenue and other sources for the Debt Service Fund through May when compared to total revenue and other sources through the same period of the previous year when the impact of the prior year bond refunding is removed.

Expenditures:

There was no significant difference in total expenditures and other uses for the Debt Service Fund through May when compared to total expenditures and other uses through the same period of the previous year when the impact of the prior year bond refunding is removed.

Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of special revenue sources (other than tax assessments, major capital projects, etc.) that are legally restricted to expenditures for specified purposes, such as special education grants.

Revenue:

Total revenue and other sources for Special Revenue Funds through May were \$17,693,784 compared to \$13,596,638 last year, an increase of \$4,097,146 or 30.1%. The increase is attributed to the additional funding received from the CARES Act.

Expenditures:

Total expenditures and other uses for the Special Revenue Funds through May were \$20,370,361 compared to \$15,097,007 in the prior year which represents an increase of \$5,273,353 or 34.9%. The increase in expenditures is attributed to CARES Act funding to pay for COVID-19 protective measures for District facilities and technology upgrades for classrooms and distance learning.

Capital Projects Funds

Revenue:

There was no significant difference in total revenue and other sources for the Capital Projects Funds through May when compared to total revenue and other sources through the same period of the previous year.

Expenditures:

There was no significant difference in total expenditures and other uses for the Capital Projects Funds through May when compared to total expenditures and other uses through the same period of the previous year.

Proprietary Funds

Irving ISD maintains the following Internal Service Funds: Workers' Compensation, Unemployment, Science Refurbishment, and Print Shop Service Center.

Revenue:

Total revenue and other sources for the Internal Service Funds through May were \$2,155,002 or 87.0% of budget compared to \$1,285,578 or 86.1% of budget last year which represents an increase of \$869,424 or 67.6%.

- The District has increased its contribution to the unemployment internal service fund to offset the increase in unemployment claims throughout the Summer and Fall of 2020. Unemployment charges for services increased by \$890,023 through May.

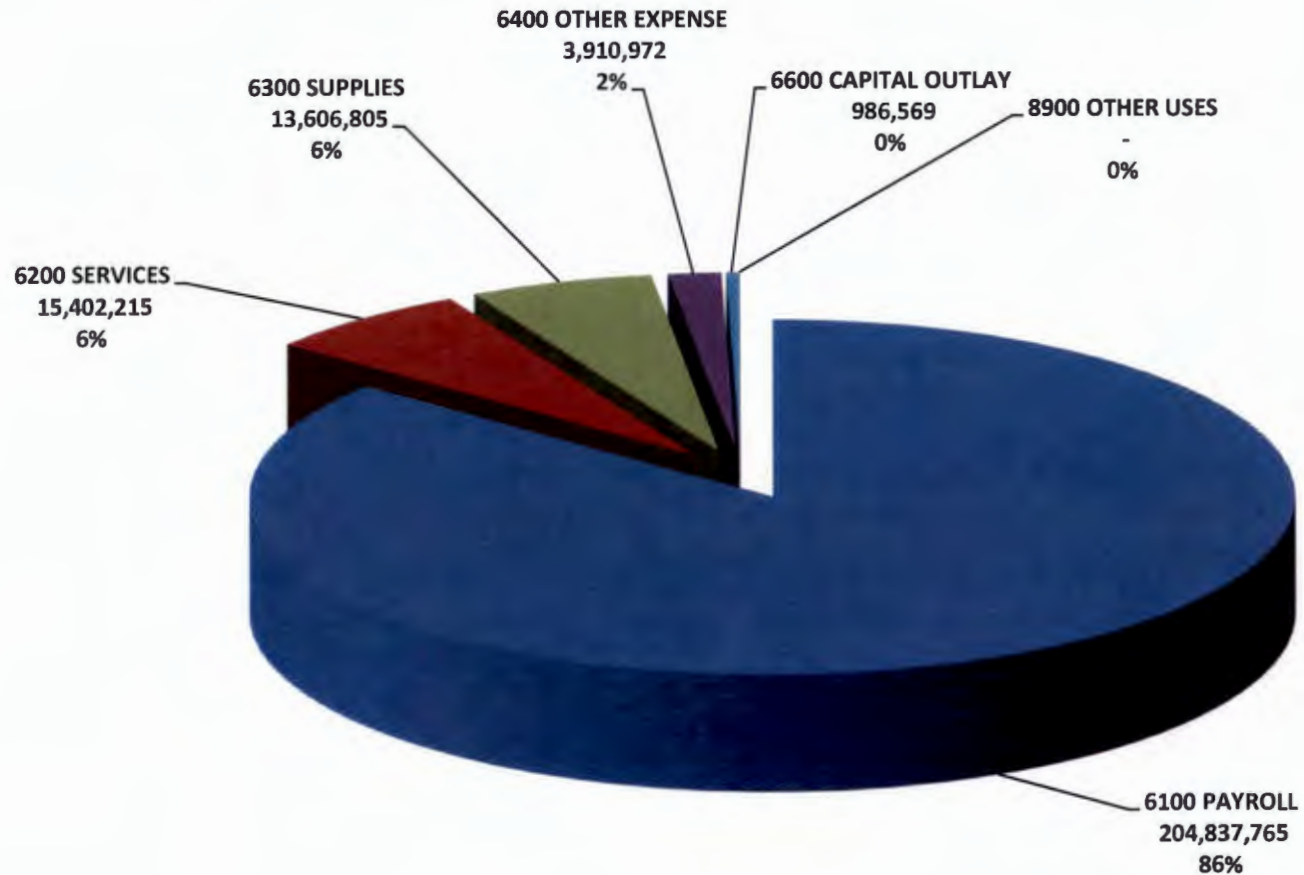
Expenditures:

Total expenditures for the Internal Service Funds through May were \$1,432,430 or 57.8% of budget, compared to \$827,888 or 32.8% of budget last year which represents an increase of \$604,541 or 73.0%.

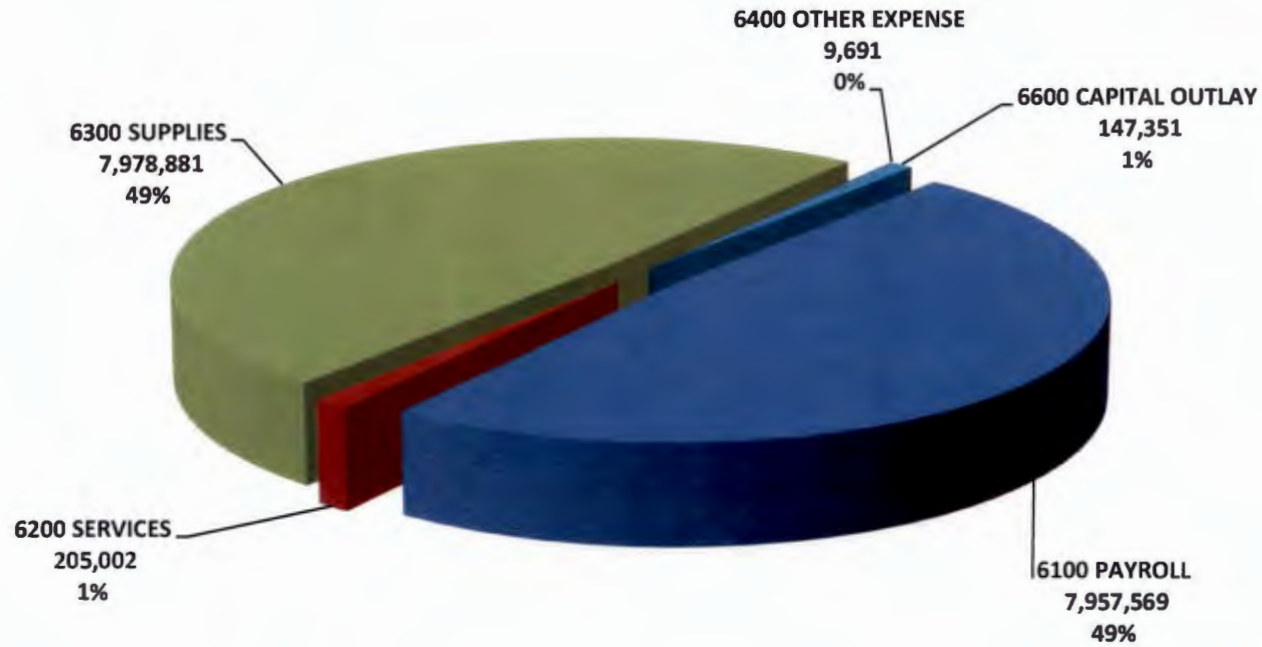
- Workers' compensation claims and other expenses are trending higher based on two high value claims in the current year. Workers' compensation claims and other expenses totaled \$703,985 compared to \$199,854 last year, an increase of \$504,131 or 252.2%.

As of May 31, 2021, total net assets for all the Internal Service Funds were \$1,821,578. However, the Science Refurbishment Center and Print Shop had a negative net asset position.

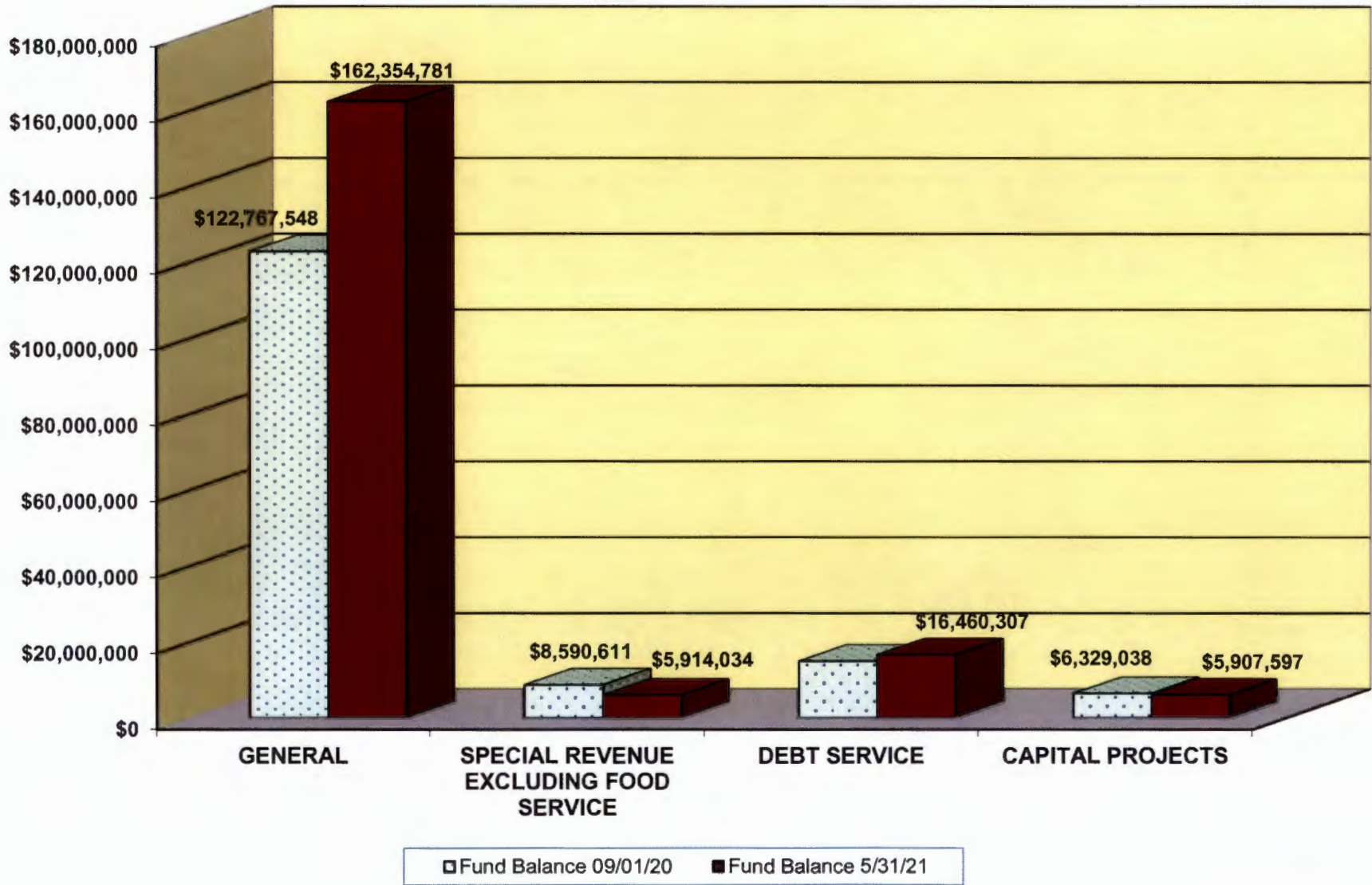
General Operating Fund YTD Actual Expenditures May 31, 2021



Food Service Fund YTD Actual Expenditures May 31, 2021

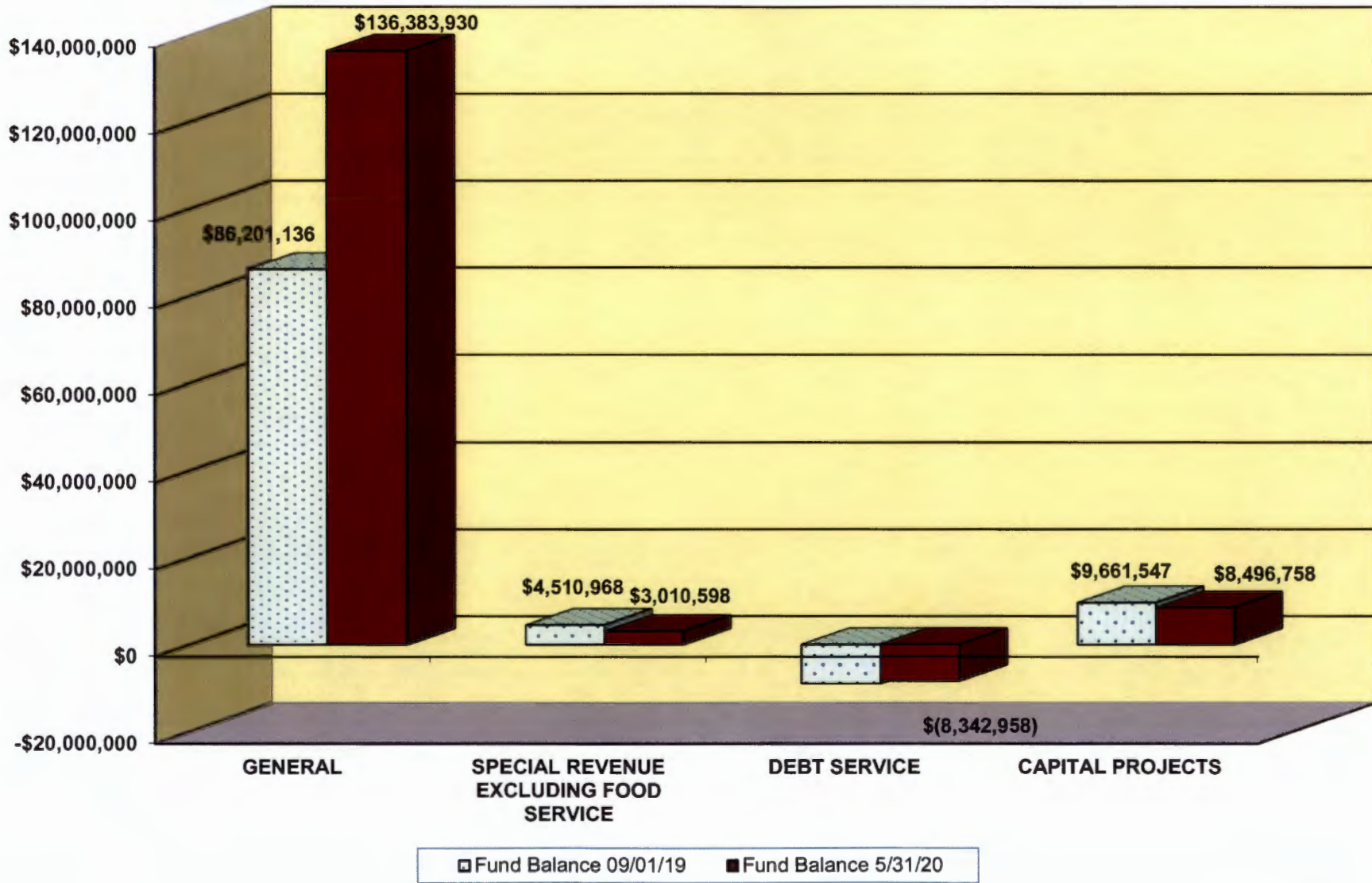


Comparative Fund Balances May 31, 2021



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Comparative Fund Balances May 31, 2020



IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
 May 31, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	159,000,000	153,479,474	96.5%	332,168	0.2%	5,520,526	143,312,706	143,603,426	100.2%
5712 DELINQUENT TAXES	296,205	578,241	195.2%	91,299	30.8%	(282,036)	720,164	343,227	47.7%
5719 OTHER TAX RELATED REVENUE	500,000	1,365,262	273.1%	88,443	17.7%	(865,262)	500,000	1,126,441	225.3%
TOTAL TAXES	159,796,205	155,422,977	97.3%	511,911	0.3%	4,373,228	144,532,870	145,073,094	100.4%
5735 SUMMER SCHOOL	-	920	--	920	--	(920)	50,000	550	1.1%
5738 PARKING FEES	4,500	2,221	49.4%	10	0.2%	2,279	5,000	4,420	88.4%
5739 OTHER TUITION AND FEES	200,000	115,643	57.8%	15,463	7.7%	84,357	350,000	285,006	81.4%
5742 INVESTMENT EARNINGS	500,000	261,128	52.2%	24,536	4.9%	238,872	1,000,000	1,927,510	192.8%
5743 RENTAL OF FACILITIES	70,000	-	0.0%	-	0.0%	70,000	200,000	67,334	33.7%
5744 GIFTS AND BEQUESTS	604,428	26,128	4.3%	-	0.0%	578,299	221,576	160,383	72.4%
5745 NET INSURANCE RECOVERY	200,000	121,450	60.7%	-	0.0%	78,550	-	211,173	--
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	504,220	886,675	175.9%	39,835	7.9%	(382,454)	249,184	539,125	216.4%
5752 ATHLETIC	-	134,794	--	14,788	--	(134,794)	261,000	219,302	84.0%
5755 ACTIVITY FUND RECEIPTS	2,001,875	319,907	16.0%	32,225	1.6%	1,681,968	1,600,617	865,158	54.1%
5766 CONCURRENT ENROLLMENT	50,000	45,000	90.0%	-	0.0%	5,000	25,000	79,000	316.0%
5767 IRVING SCHOOL FOUNDATION	-	-	196.0%	-	0.0%	(192,067)	-	-	--
5769 REVENUE FROM INTERMEDIATE	200,000	392,067	53.2%	43,113	1.0%	2,029,089	150,000	215,880	143.9%
TOTAL OTHER LOCAL RESOURCES	4,335,023	2,305,934	53.2%	170,888	3.9%	2,029,089	4,112,377	4,574,840	111.2%
TOTAL LOCAL RESOURCES	164,131,228	157,728,911	96.1%	682,799	0.4%	6,402,317	148,645,247	149,647,934	100.7%
STATE RESOURCES:									
5811 PER CAPITA	14,733,689	9,383,726	63.7%	1,009,833	6.9%	5,349,963	7,894,020	5,214,193	66.1%
5812 FOUNDATION ENTITLEMENTS	142,109,122	94,313,345	66.4%	7,820,297	5.5%	47,795,777	165,627,056	108,918,405	65.8%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	-	--	-	--	-	-	60,999	--
5831 STATE TRS ON-BEHALF	16,241,033	11,946,570	73.6%	1,251,390	7.7%	4,294,463	12,962,813	11,750,079	90.6%
TOTAL STATE RESOURCES	173,083,844	115,643,641	66.8%	10,081,520	5.8%	57,440,203	186,483,889	125,943,676	67.5%
FEDERAL RESOURCES:									
5929 FEDERAL REVENUE-TEA DISTR.	350,000	546,342	156.1%	119,016	34.0%	(196,342)	350,000	382,273	109.2%
5931 SHARS REIMBURSEMENT	4,138,000	4,189,743	101.3%	171,807	4.2%	(51,743)	3,800,000	2,678,033	70.5%
5946 BABS SUBSIDY	-	-	--	-	--	-	734,608	193,252	26.3%
5949 ROTC	250,000	197,514	79.0%	14,000	5.6%	52,486	250,000	234,318	93.7%
TOTAL FEDERAL RESOURCES	4,738,000	4,933,599	104.1%	304,823	6.4%	(195,599)	5,134,608	3,487,875	67.9%
OTHER SOURCES:									
7912 SALE OF FIXED ASSETS	-	25,410	--	-	--	(25,410)	-	33,128	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	-	--	-	--	-	-	-	--
TOTAL OTHER REVENUE SOURCES	-	25,410	--	-	--	(25,410)	-	33,128	--
TOTAL GENERAL OPERATING REVENUE:	341,953,072	278,331,560	81.4%	11,069,143	3.2%	63,621,512	340,263,744	279,112,612	82.0%

IRVING INDEPENDENT SCHOOL DISTRICT
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 May 31, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION:									
6100 PAYROLL	194,476,996	142,198,173	73.1%	15,633,070	8.0%	52,278,823	185,148,966	132,652,638	71.6%
6200 CONTRACTED SERVICES	2,149,436	1,400,946	65.2%	478,204	22.2%	748,490	2,070,383	1,287,141	62.2%
6300 SUPPLIES	9,375,062	5,029,628	53.6%	392,478	4.2%	4,345,434	13,251,374	3,720,904	28.1%
6400 OTHER EXPENSE	1,100,537	477,638	43.4%	84,386	7.7%	622,899	2,659,574	1,451,999	54.6%
6600 CAPITAL OUTLAY	120,669	107,585	89.2%	99,400	82.4%	13,084	50,255	20,625	41.0%
TOTAL INSTRUCTION	207,222,699	149,213,969	72.0%	16,687,539	8.1%	58,008,730	203,180,552	139,133,307	68.5%
12 LIBRARY:									
6100 PAYROLL	4,546,911	3,376,006	74.2%	365,138	8.0%	1,170,905	4,332,073	3,435,111	79.3%
6200 CONTRACTED SERVICES	104,106	22,486	21.6%	(10,170)	-9.8%	81,619	61,870	32,414	52.4%
6300 SUPPLIES	1,152,966	796,025	69.0%	10,996	1.0%	356,941	1,193,890	693,627	58.1%
6400 OTHER EXPENSE	30,599	9,555	31.2%	350	1.1%	21,044	71,096	20,409	28.7%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	15,000	-	0.0%
TOTAL LIBRARY	5,834,582	4,204,072	72.1%	366,313	6.3%	1,630,510	5,673,929	4,181,761	73.7%
13 STAFF DEVELOPMENT:									
6100 PAYROLL	3,529,910	2,851,105	80.8%	287,918	8.2%	678,805	3,034,280	2,366,110	78.0%
6200 CONTRACTED SERVICES	491,148	197,799	40.3%	22,226	4.5%	293,349	662,976	374,600	56.5%
6300 SUPPLIES	1,003,594	552,966	55.1%	22,959	2.3%	450,628	1,188,494	985,041	82.9%
6400 OTHER EXPENSE	774,260	323,551	41.8%	16,471	2.1%	450,709	815,867	383,395	47.0%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	68,000	-	0.0%
TOTAL STAFF DEVELOPMENT	5,798,912	3,925,420	67.7%	349,574	6.0%	1,873,491	5,769,617	4,109,146	71.2%
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	5,320,233	3,924,589	73.8%	429,958	8.1%	1,395,644	4,597,350	3,702,334	80.5%
6200 CONTRACTED SERVICES	285,199	106,696	37.4%	3,728	1.3%	178,503	366,647	206,221	56.2%
6300 SUPPLIES	913,831	260,898	28.5%	27,554	3.0%	652,933	360,216	220,823	61.3%
6400 OTHER EXPENSE	360,008	161,528	44.9%	14,129	3.9%	198,480	266,512	158,269	59.4%
6600 CAPITAL OUTLAY	1,500	-	0.0%	-	0.0%	1,500	500	-	0.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	6,880,771	4,453,712	64.7%	475,369	6.9%	2,427,059	5,591,225	4,287,647	76.7%
23 SCHOOL ADMINISTRATION:									
6100 PAYROLL	20,324,812	15,154,941	74.6%	1,675,111	8.2%	5,169,871	20,772,343	14,844,449	71.5%
6200 CONTRACTED SERVICES	139,083	101,715	73.1%	12,914	9.3%	37,368	107,898	72,658	67.3%
6300 SUPPLIES	511,810	313,532	61.3%	44,769	8.7%	198,278	290,011	152,243	52.5%
6400 OTHER EXPENSE	551,097	340,459	61.8%	84,320	15.3%	210,638	312,406	183,807	58.8%
6600 CAPITAL OUTLAY	2,837	-	0.0%	-	0.0%	2,837	-	-	--
TOTAL SCHOOL ADMINISTRATION	21,529,639	15,910,647	73.9%	1,817,114	8.4%	5,618,992	21,482,659	15,253,158	71.0%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
31 COUNSELING SERVICES:									
6100 PAYROLL	14,659,986	10,860,632	74.1%	1,184,730	8.1%	3,799,354	13,816,491	10,712,001	77.5%
6200 CONTRACTED SERVICES	819,332	148,735	18.2%	2,410	0.3%	670,597	1,134,709	689,867	60.8%
6300 SUPPLIES	709,800	525,579	74.0%	46,103	6.5%	184,221	429,066	336,844	78.5%
6400 OTHER EXPENSE	141,421	77,327	54.7%	4,749	3.4%	64,094	94,984	56,730	59.7%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL COUNSELING SERVICES	16,330,538	11,612,272	71.1%	1,237,991	7.6%	4,718,266	15,475,251	11,795,442	76.2%
32 ATTENDANCE SERVICES:									
6100 PAYROLL	1,300,566	965,290	74.2%	103,446	8.0%	335,276	1,581,844	964,273	61.0%
6200 CONTRACTED SERVICES	1,662	4,283	257.7%	511	30.7%	(2,621)	750	3,375	450.0%
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	4,255	2,590	60.9%	28	0.7%	1,665	7,346	3,022	41.1%
TOTAL ATTENDANCE SERVICES	1,306,483	972,162	74.4%	103,985	8.0%	334,321	1,589,940	970,670	61.1%
33 HEALTH SERVICES:									
6100 PAYROLL	3,349,784	2,445,058	73.0%	250,999	7.5%	904,725	3,292,867	2,448,157	74.3%
6200 CONTRACTED SERVICES	5,596	2,719	48.6%	364	6.5%	2,877	6,592	2,708	41.1%
6300 SUPPLIES	137,082	124,347	90.7%	10,700	7.8%	12,735	135,925	109,843	80.8%
6400 OTHER EXPENSE	4,760	601	12.6%	400	8.4%	4,159	5,174	3,581	69.2%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL HEALTH SERVICES	3,497,222	2,572,725	73.6%	262,462	7.5%	924,497	3,440,558	2,564,289	74.5%
34 PUPIL TRANSPORTATION:									
6100 PAYROLL	130,441	86,036	66.0%	9,496	7.3%	44,405	-	-	--
6200 CONTRACTED SERVICES	10,232,465	4,255,645	41.6%	1,358	0.0%	5,976,820	11,300,459	6,151,521	54.4%
6300 SUPPLIES	835,000	229,498	27.5%	5,019	0.6%	605,502	801,943	402,933	50.2%
6400 OTHER EXPENSE	155,007	26,489	17.1%	2,500	1.6%	128,518	163,397	119,029	72.8%
6600 CAPITAL OUTLAY	400,000	-	0.0%	-	0.0%	400,000	1,100,000	1,051,025	95.5%
TOTAL PUPIL TRANSPORTATION	11,752,913	4,597,668	39.1%	18,373	0.2%	7,155,245	13,365,799	7,724,507	57.8%
35 FOOD SERVICE:									
6100 PAYROLL	546,593	413,204	75.6%	43,317	7.9%	133,389	422,353	436,065	103.2%
6300 SUPPLIES	52,998	51,398	97.0%	-	0.0%	1,600	31,000	-	0.0%
6400 OTHER EXPENSE	213,000	6,343	3.0%	-	0.0%	206,657	220,000	-	0.0%
6600 CAPITAL OUTLAY	7,000	-	0.0%	-	0.0%	7,000	-	-	--
TOTAL FOOD SERVICE	819,591	470,945	57.5%	43,317	5.3%	348,646	673,353	436,065	64.8%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	3,971,751	2,897,691	73.0%	336,998	8.5%	1,074,060	4,124,189	2,902,094	70.4%
6200 CONTRACTED SERVICES	550,155	313,399	57.0%	24,471	4.4%	236,755	402,378	292,472	72.7%
6300 SUPPLIES	762,257	224,812	29.5%	34,672	4.5%	537,445	457,669	221,870	48.5%
6400 OTHER EXPENSE	1,116,755	607,297	54.4%	37,410	3.3%	509,458	1,625,208	946,995	58.3%
6600 CAPITAL OUTLAY	28,621	12,924	45.2%	-	0.0%	15,697	43,864	31,014	70.7%
TOTAL EXTRA-CURRICULAR ACTIVITIES	6,429,539	4,056,123	63.1%	433,551	6.7%	2,373,416	6,653,307	4,394,445	66.0%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	6,995,466	5,188,921	74.2%	570,280	8.2%	1,806,545	6,300,028	4,801,962	76.2%
6200 CONTRACTED SERVICES	1,263,649	694,155	54.9%	39,538	3.1%	569,494	1,148,356	545,120	47.5%
6300 SUPPLIES	961,888	402,951	41.9%	3,576	0.4%	558,937	825,325	238,493	28.9%
6400 OTHER EXPENSE	810,817	528,108	65.1%	33,293	4.1%	282,709	860,722	521,864	60.6%
6600 CAPITAL OUTLAY	29,474	29,474	100.0%	-	0.0%	-	10,246	-	0.0%
TOTAL GENERAL ADMINISTRATION	10,061,294	6,843,609	68.0%	646,687	6.4%	3,217,685	9,144,677	6,107,439	66.8%
51 MAINTENANCE:									
6100 PAYROLL	15,789,061	10,830,501	68.6%	1,105,784	7.0%	4,958,560	14,131,139	10,233,121	72.4%
6200 CONTRACTED SERVICES	13,342,892	4,759,828	35.7%	545,432	4.1%	8,583,063	9,553,516	4,879,077	51.1%
6300 SUPPLIES	3,818,325	1,793,653	47.0%	180,784	4.7%	2,024,672	2,509,561	1,534,792	61.2%
6400 OTHER EXPENSE	1,273,759	1,294,641	101.6%	2,498	0.2%	(20,882)	1,155,366	1,070,136	92.6%
6600 CAPITAL OUTLAY	325,747	65,779	20.2%	5,900	1.8%	259,967	265,579	50,718	19.1%
TOTAL MAINTENANCE	34,549,783	18,744,402	54.3%	1,840,398	5.3%	15,805,381	27,615,161	17,767,843	64.3%
52 SECURITY:									
6100 PAYROLL	2,417,842	1,667,366	69.0%	171,691	7.1%	750,476	2,145,072	1,709,473	79.7%
6200 CONTRACTED SERVICES	1,893,826	864,612	45.7%	33,775	1.8%	1,029,214	1,999,727	1,310,182	65.5%
6300 SUPPLIES	303,975	129,237	42.5%	9,334	3.1%	174,738	287,075	71,452	24.9%
6400 OTHER EXPENSE	24,220	16,585	68.5%	299	1.2%	7,635	16,592	11,827	71.3%
6600 CAPITAL OUTLAY	38,100	-	0.0%	-	0.0%	38,100	38,100	-	0.0%
TOTAL SECURITY	4,677,963	2,677,800	57.2%	215,099	4.6%	2,000,163	4,486,566	3,102,936	69.2%
53 DATA PROCESSING:									
6100 PAYROLL	2,297,080	1,718,679	74.8%	194,295	8.5%	578,401	2,248,381	1,736,014	77.2%
6200 CONTRACTED SERVICES	2,280,021	1,701,502	74.6%	82,646	3.6%	578,520	2,364,770	1,513,646	64.0%
6300 SUPPLIES	9,365,840	3,136,569	33.5%	34,179	0.4%	6,229,271	4,112,287	2,014,790	49.0%
6400 OTHER EXPENSE	48,671	6,676	13.7%	1,626	3.3%	41,995	62,333	14,017	22.5%
6600 CAPITAL OUTLAY	214,927	179,000	83.3%	-	0.0%	35,927	1,677,193	695,426	41.5%
TOTAL DATA PROCESSING	14,206,539	6,742,426	47.5%	312,746	2.2%	7,464,114	10,464,963	5,973,894	57.1%
61 COMMUNITY SERVICES:									
6100 PAYROLL	362,155	259,572	71.7%	25,621	7.1%	102,583	392,067	262,427	66.9%
6200 CONTRACTED SERVICES	253,764	139,312	54.9%	45,343	17.9%	114,452	362,696	283,379	78.1%
6300 SUPPLIES	51,421	35,714	69.5%	6,832	13.3%	15,707	80,086	23,804	29.7%
6400 OTHER EXPENSE	155,049	31,586	20.4%	5,790	3.7%	123,463	125,078	71,273	57.0%
6600 CAPITAL OUTLAY	5,984	-	0.0%	-	0.0%	5,984	-	-	--
TOTAL COMMUNITY SERVICES	828,372	466,184	56.3%	83,585	10.1%	362,188	959,927	640,882	66.8%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
81 FACILITIES:									
6200 CONTRACTED SERVICES	637,500	75,050	11.8%	-	0.0%	562,450	-	2,250	--
6300 SUPPLIES & MATERIALS	3,500,000	-	0.0%	-	0.0%	3,500,000	-	5,649	--
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	3,364,601	591,807	17.6%	185,274	5.5%	2,772,794	3,825,891	17,586	0.5%
TOTAL FACILITIES	7,502,101	666,857	8.9%	185,274	2.5%	6,835,244	3,825,891	25,484	0.7%
95 PAYMENTS TO JJAEP:									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
TOTAL PAYMENTS TO JJAEP	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
97 PAYMENTS TO TIF:									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
TOTAL PAYMENTS TO TIF	-	-	--	-	--	-	-	-	--
99 INTERGOVERNMENTAL CHARGES:									
6200 CONTRACTED SERVICES	625,457	613,334	98.1%	153,332	24.5%	12,123	625,457	455,544	72.8%
TOTAL INTERGOVERNMENTAL CHARGES	625,457	613,334	98.1%	153,332	24.5%	12,123	625,457	455,544	72.8%
OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	5,000,000	-	0.0%
TOTAL OTHER USES	-	-	--	-	--	-	5,000,000	-	0.0%
TOTAL 6000 EXPENDITURES:	360,044,396	238,744,327	66.3%	25,232,710	7.0%	121,300,069	345,208,830	228,929,818	66.3%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(18,091,324)	39,587,233		(14,163,567)			(4,945,086)	50,182,794	
BEGINNING FUND BALANCE:	114,677,864	114,677,864					105,124,114	105,124,114	
ENDING FUND BALANCE:	96,586,540	154,265,097					100,179,028	155,306,909	

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021			5/21 MTD	(OVER) UNDER		09/01/2019 to 5/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE SUMMARY:									
LOCAL REVENUE	164,131,228	157,728,911	96.1%	682,799	0%	6,402,317	148,645,247	149,647,934	100.7%
STATE REVENUE	173,083,844	115,643,641	66.8%	10,081,520	6%	57,440,203	186,483,889	125,943,676	67.5%
FEDERAL REVENUE	4,738,000	4,933,599	104.1%	304,823	6%	(195,599)	5,134,608	3,487,875	67.9%
OTHER SOURCES	-	25,410	--	-	--	(25,410)	-	33,128	--
TOTAL OTHER REVENUE SOURCES	341,953,072	278,331,560	81.4%	11,069,143	3%	63,621,512	340,263,744	279,112,612	82.0%
APPROPRIATIONS/EXPENDITURES									
BUDGET CATEGORY SUMMARY:									
6100 PAYROLL	280,019,587	204,837,765	73.2%	22,378,354	8%	75,181,821	266,339,444	193,206,230	72.5%
6200 SERVICES	35,265,289	15,402,215	43.7%	1,437,224	4%	19,863,074	32,359,184	18,107,533	56.0%
6300 SUPPLIES	33,455,848	13,606,805	40.7%	824,936	2%	19,849,042	25,151,977	10,330,375	41.1%
6400 OTHER EXPENSE	6,764,214	3,910,972	57.8%	285,748	4%	2,853,242	8,461,656	5,016,353	59.3%
6600 CAPITAL OUTLAY	4,539,459	986,569	21.7%	290,574	6%	3,552,890	5,994,628	815,369	13.6%
8900 OTHER USES	-	-	--	-	--	-	5,000,000	-	0.0%
TOTAL APPROPRIATIONS/EXPENDITURES	360,044,396	238,744,327	66.3%	25,216,837	7%	121,300,069	343,306,887	227,475,860	66.3%

IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF FOOD SERVICE BUDGET & ACTUAL
May 31, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021 YTD		%YTD	5/21 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 5/31/2020 YTD		%YTD
	BUDGET	ACTUAL		ACTUAL	%MTD		BUDGET	ACTUAL	
REVENUE:									
LOCAL RESOURCES:									
5742 INVESTMENT EARNINGS	10,000	15,612	156.1%	893	8.9%	(5,612)	250,000	271,499	108.6%
5749 MISCELLANEOUS REVENUE	-	-	0.0%	-	-	-	-	57,295	--
5751 FOOD SERVICES	2,025,000	244,151	12.1%	30,353	1.5%	1,780,849	2,700,000	1,174,376	43.5%
5755 ACTIVITY FUND RECEIPTS	150,000	-	0.0%	-	0.0%	150,000	150,000	-	0.0%
TOTAL LOCAL RESOURCES	2,185,000	259,763	11.9%	31,246	1.4%	1,925,237	3,100,000	1,503,170	48.5%
STATE RESOURCES:									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	101,455	84.5%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	120,000	-	0.0%	-	0.0%	120,000	120,000	101,455	84.5%
FEDERAL RESOURCES:									
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	96,579	2.3%	-	0.0%	4,028,421	5,500,000	5,106,480	92.8%
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	153,327	1.4%	-	0.0%	10,654,318	14,410,193	9,739,716	67.6%
5923 USDA DONATED COMMODITIES	975,000	1,610,751	165.2%	-	0.0%	(635,751)	1,300,000	1,522,963	117.2%
5938 SUMMER FEEDING PROGRAM	-	16,606,343	--	2,267,732	--	(16,606,343)	-	-	--
5939 CACFP SUPPER PROGRAM	150,000	158,957	106.0%	22,008	14.7%	(8,957)	200,000	556,298	278.1%
TOTAL FEDERAL RESOURCES	16,057,645	18,625,957	116.0%	2,289,740	14.3%	(2,568,312)	21,410,193	16,925,458	79.1%
TOTAL FOOD SERVICE REVENUE:	18,362,645	18,885,720	102.8%	2,320,986	12.6%	(523,075)	24,630,193	18,530,083	75.2%
EXPENDITURES:									
35 FOOD SERVICE:									
6100 PAYROLL	7,154,914	7,919,913	110.7%	872,998	12.2%	(764,999)	9,299,746	8,046,713	86.5%
6200 CONTRACTED SERVICES	459,426	205,002	44.6%	29,898	6.5%	254,424	532,567	131,515	24.7%
6300 SUPPLIES	10,114,788	7,978,881	78.9%	886,172	8.8%	2,135,907	13,815,203	7,977,390	57.7%
6400 OTHER EXPENSE	64,741	9,691	15.0%	5,732	8.9%	55,050	98,664	58,506	59.3%
6600 CAPITAL OUTLAY	191,277	-	0.0%	-	0.0%	191,277	241,900	101,647	42.0%
FOOD SERVICE EXPENDITURES	17,985,145	16,113,487	89.6%	1,794,801	10.0%	1,871,658	23,988,080	16,315,770	68.0%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	1,600	1,421	88.8%
6400 OTHER EXPENSE	10,000	-	0.0%	-	0.0%	10,000	-	-	--
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
EXTRA-CURRICULAR ACTIVITIES	10,000	-	0.0%	-	0.0%	10,000	1,600	1,421	88.8%
51 MAINTENANCE:									
6100 PAYROLL	249,024	37,655	15.1%	6,426	2.6%	211,369	249,024	63,413	25.5%
6200 CONTRACTED SERVICES	400,976	-	0.0%	-	0.0%	400,976	400,976	-	0.0%
MAINTENANCE EXPENDITURES	650,000	37,655	5.8%	6,426	1.0%	612,345	650,000	63,413	9.8%
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	2,674,744	147,351	5.5%	-	0.0%	2,527,393	3,753,613	721,565	19.2%
FACILITIES EXPENDITURES	2,674,744	147,351	5.5%	-	0.0%	2,527,393	3,753,613	721,565	--
89 OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
TOTAL 6000 EXPENDITURES:	21,319,889	16,298,493	76.4%	1,801,227	8.4%	5,021,395	28,393,293	17,102,169	60.2%
EXCESS (DEFICIENCY)									
REVENUE (OVER EXPENDITURES):	(2,957,244)	2,587,227		519,759			(3,763,100)	1,427,914	
BEGINNING FUND BALANCE:	2,808,299	2,808,299					5,469,225	5,469,225	
ENDING FUND BALANCE:	(148,945)	5,395,526					1,706,125	6,897,139	

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF DEBT SERVICE BUDGET & ACTUAL
 May 31, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021 YTD	BUDGET	%YTD	5/21 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	09/01/2019 to 5/31/2020 YTD	BUDGET	%YTD
REVENUE:									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	37,329,600	39,368,061	105.5%	85,202	0.2%	(2,038,461)	36,359,978	38,178,297	105.0%
5712 DELINQUENT TAXES	-	158,015	--	23,492	--	(158,015)	367,272	96,132	26.2%
5719 OTHER TAX RELATED REVENUE	-	276,731	--	23,511	--	(276,731)	100,000	175,579	175.6%
TOTAL TAXES	37,329,600	39,802,806	106.6%	132,205	0.4%	(2,473,206)	36,827,250	38,450,009	104.4%
5742 INVESTMENT EARNINGS	-	12,677	--	492	--	(12,677)	100,000	196,209	196.2%
TOTAL LOCAL RESOURCES	37,329,600	39,815,484	106.7%	132,697	0.4%	(2,485,884)	36,927,250	38,646,218	104.7%
STATE RESOURCES (EDA):									
5829 TEA/NON-FOUNDATION REVENUE	550,008	-	0.0%	-	0.0%	550,008	-	866,182	--
TOTAL STATE RESOURCES	550,008	-	0.0%	-	0.0%	550,008	-	866,182	--
OTHER SOURCES:									
7911 SALE OF BONDS	-	-	--	-	--	-	42,020,000	42,020,000	100.0%
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	5,000,000	-	0.0%
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	--	-	--	-	2,152,914	2,152,914	100.0%
TOTAL OTHER SOURCES	-	-	--	-	0.0%	-	49,172,914	44,172,914	89.8%
TOTAL REVENUE:	37,879,608	39,815,484	105.1%	132,697	0.4%	(1,935,876)	86,100,164	83,685,315	97.2%
EXPENDITURES:									
71 DEBT SERVICE:									
6500 DEBT SERVICE FEES	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	52,004,682	39,305,506	75.6%
DEBT SERVICE EXPENDITURES	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	52,004,682	39,305,506	75.6%
OTHER USES:									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	43,774,533	43,774,533	100.0%
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	43,774,533	43,774,533	100.0%
TOTAL EXPENDITURES:	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	95,779,215	83,080,038	86.7%
EXCESS (DEFICIENCY)									
REVENUE OVER EXPENDITURES:	(7,699,992)	1,620,259		132,697			(9,679,050)	605,276	
BEGINNING FUND BALANCE:	14,415,440	14,415,440					16,572,259	16,572,259	
ENDING FUND BALANCE:	6,715,448	16,035,699					6,893,209	17,177,535	

IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
 ALL GOVERNMENTAL FUND TYPES
 09/01/2020-5/31/2021

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	\$ 157,728,911	\$ 277,028	\$ 39,815,484	\$ -
5800	State Program Revenues	115,643,641	1,330,364	-	-
5900	Federal Program Revenues	4,933,599	16,086,392	-	-
5020	Total Revenue:	\$ 278,306,150	17,693,784	39,815,484	-
	EXPENDITURES:				
0010	Instruction and Instructional-Related Services	157,343,461	15,106,507	-	56,041
0020	Instructional and School Leadership	20,364,359	699,765	-	-
0030	Support Services - Student (Pupil)	24,281,895	1,371,066	-	-
0040	Administrative Support Services	6,843,609	40,872	-	-
0050	Support Services - Nonstudent Based	28,164,628	1,773,114	-	(1,017,122)
0060	Community Services	466,184	1,379,036	-	-
0070	Debt Service	-	-	38,195,225	-
0080	Capital Outlay	666,857	-	-	1,382,522
0090	Intergovernmental Charges/JJAEP/TIF	613,334	-	-	-
6030	Total Expenditures:	238,744,327	20,370,361	38,195,225	421,441
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:	<u>39,561,823</u>	<u>(2,676,577)</u>	<u>1,620,259</u>	<u>(421,441)</u>
7900	OTHER FINANCING SOURCES:				
	Proceeds from Sale of Fixed Assets	25,410	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	-
7020	Total Other Financing Sources:	<u>25,410</u>	<u>-</u>	<u>-</u>	<u>-</u>
8900	OTHER FINANCING USES:				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	TOTAL OTHER FINANCING SOURCES AND (USES):	<u>25,410</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINA	<u>39,587,233</u>	<u>(2,676,577)</u>	<u>1,620,259</u>	<u>(421,441)</u>
0100	FUND BALANCE - September 1 (Beginning):	<u>122,767,548</u>	<u>8,590,611</u>	<u>14,840,048</u>	<u>6,329,038</u>
3000	FUND BALANCE (DEFICIT) - (Ending):	<u>\$ 162,354,781</u>	<u>\$ 5,914,034</u>	<u>\$ 16,460,307</u>	<u>\$ 5,907,597</u>

IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
 ALL GOVERNMENTAL FUND TYPES
 09/01/2019-5/31/2020

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	\$ 149,647,934	\$ 217,316	\$ 38,646,218	\$ -
5800	State Program Revenues	125,943,676	1,079,012	866,182	-
5900	Federal Program Revenues	3,487,875	12,300,309	-	-
5020	Total Revenue:	\$ 279,079,485	13,596,638	39,512,400	-
	EXPENDITURES:				
0010	Instruction and Instructional-Related Services	147,424,214	12,044,755	-	-
0020	Instructional and School Leadership	19,540,804	482,083	-	-
0030	Support Services - Student (Pupil)	27,885,420	1,143,735	-	-
0040	Administrative Support Services	6,107,439	39,312	-	-
0050	Support Services - Nonstudent Based	26,844,673	160,386	-	230,245
0060	Community Services	640,882	1,226,736	-	-
0070	Debt Service	-	-	39,305,506	-
0080	Capital Outlay	25,484	-	-	934,544
0090	Intergovernmental Charges/JJAEF/TIF	460,902	-	-	-
6030	Total Expenditures:	228,929,818	15,097,007	39,305,506	1,164,789
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:	50,149,667	(1,500,370)	206,894	(1,164,789)
7900	OTHER FINANCING SOURCES:				
	Proceeds from Sale of Fixed Assets	33,128	-	-	-
	Proceeds from Sale of Bonds	-	-	42,020,000	-
	Premium (Discount) Bonds Payable	-	-	2,152,914	-
	Operating Transfers In	-	-	-	-
	Special Items	-	-	-	-
	Extraordinary Items	-	-	-	-
7020	Total Other Financing Sources:	33,128	-	44,172,914	-
8900	OTHER FINANCING USES:				
	Refunding Bonds	-	-	43,774,533	-
	Operating Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	-	-	43,774,533	-
	TOTAL OTHER FINANCING SOURCES AND (USES):	33,128	-	398,382	-
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:	50,182,794	(1,500,370)	605,276	(1,164,789)
0100	FUND BALANCE - September 1 (Beginning):	86,201,136	4,510,968	(8,948,234)	9,661,547
3000	FUND BALANCE (DEFICIT) - (Ending):	\$ 136,383,930	\$ 3,010,598	\$ (8,342,958)	\$ 8,496,758

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL
 May 31, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 5/31/2021		%YTD	5/21 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 5/31/2020		%YTD
BUDGET	ACTUAL	ACTUAL		%MTD	BUDGET		ACTUAL	BUDGET	
REVENUE:									
LOCAL RESOURCES:									
5739 OTHER TUITION AND FEES	-	-	-	-	-	-	-	-	
5742 INVESTMENT EARNINGS	1,000.00	2,126.62	212.7%	139	13.9%	(1,127)	1,000	26,031	2603.1%
5744 GIFTS AND BEQUESTS	-	-	-	-	-	-	-	-	-
5749 MISCELLANEOUS REVENUE	435,647	198,456	45.6%	18	0.0%	237,191	435,647	249,897	57.4%
5751 FOOD SERVICES	-	-	-	-	-	-	-	-	-
5754 INTERFUND TRANSACTIONS	2,040,388	1,954,420	95.8%	130,107	6.4%	85,948	1,056,000	1,009,650	95.6%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5789 REVENUE FROM INTERMEDIATE	-	-	-	-	-	-	-	-	-
TOTAL LOCAL RESOURCES	2,477,265	2,155,002	87.0%	130,264	5.3%	322,263	1,492,897	1,285,578	86.1%
OTHER SOURCES:									
7901 SALE OF REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7911 SALE OF BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7915 INTERFUND TRANSFER IN	-	-	-	-	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	0.0%	-	0.0%	-	-	-	0.0%
7999 OTHER MISC SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL OTHER SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL INTERNAL SERVICE FUNDS REVENUE:	2,477,265	2,155,002	87.0%	130,264	5.3%	322,263	1,492,897	1,285,578	86.1%
EXPENDITURES:									
13 STAFF DEVELOPMENT:									
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
TOTAL STAFF DEVELOPMENT	-	-	-	-	-	-	-	-	-
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	225,387	148,159	65.7%	15,245	6.8%	77,228	225,387	153,870	68.3%
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	200,010	105,590	52.8%	13,655	6.8%	94,420	200,010	145,465	72.7%
6400 OTHER EXPENSE	10,500	5,230	49.8%	174	1.7%	5,270	10,500	102	1.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	435,897	258,978	59.4%	29,074	6.7%	176,919	435,897	299,437	68.7%
35 FOOD SERVICE									
6100 PAYROLL COSTS	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
TOTAL EXTRA-CURRICULAR ACTIVITIES:	-	-	-	-	-	-	-	-	-
38 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER OPERATING COST	-	-	-	-	-	-	-	-	-
TOTAL EXTRA-CURRICULAR ACTIVITIES:	-	-	-	-	-	-	-	-	-
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	177,270	141,178	79.6%	15,598	8.8%	36,092	177,270	123,371	69.6%
6200 CONTRACTED SERVICES	215,987	140,687	65.1%	21,130	9.8%	75,300	189,667	109,254	57.6%
6300 SUPPLIES	60,704	50,733	83.6%	5,054	8.3%	9,972	90,636	58,710	64.8%
6400 OTHER EXPENSE	1,541,440	801,535	52.0%	97,108	6.3%	739,905	1,590,795	199,559	12.5%
TOTAL GENERAL ADMINISTRATION	1,995,401	1,134,132	56.8%	138,891	7.0%	861,269	2,048,368	490,894	24.0%
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	-	-	-
TOTAL OTHER USES	-	-	-	-	-	-	-	-	-
51 MAINTENANCE:									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	-	-	-
6400 OTHER OPERATING COST	42,307	39,319	92.9%	-	0.0%	2,988	38,000	37,557	98.8%
TOTAL EXTRA-CURRICULAR ACTIVITIES:	45,967	39,319	-	-	-	6,648	38,000	37,557	-
TOTAL 6000 EXPENDITURES:	2,477,265	1,432,430	57.8%	167,965	6.8%	1,044,835	2,522,265	827,888	32.8%
NET INCOME (LOSS)	-	722,573		(37,701)			(1,029,368)	457,690	
BEGINNING FUND BALANCE:	119,535	1,099,005					(16,950)	1,284,352	
ENDING FUND EQUITY BALANCE:	119,535	1,821,578					(1,048,318)	1,742,042	

**IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENSES AND
 CHANGES IN FUND NET ASSETS
 INTERNAL SERVICE FUNDS
 09/01/2020-5/31/2021**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 983,653	\$ 898,535	\$ 198,214	\$ 72,475	\$ 2,152,876
5020 Total Operating Revenue	-	983,653	898,535	198,214	72,475	2,152,876
OPERATING EXPENSES						
6100 Payroll Costs	-	105,717	35,461	148,159		289,337
6200 Professional/Contracted Services	-	69,478			71,208	140,687
6300 Supplies and Materials	-	32,110	-	105,590	18,623	156,323
6400 Claims, Admin, & Other Expenses	-	703,985	136,868	5,230		846,083
6030 Total Operating Expenses	-	911,290	172,330	258,978	89,832	1,432,430
Operating Income (Loss)	-	72,362	726,205	(60,765)	(17,357)	720,446
NON-OPERATING REVENUE						
5742 Interest Income	-	2,127	-	-	-	2,127
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
	\$ -	\$ 74,489	\$ 726,205	\$ (60,765)	\$ (17,357)	\$ 722,573
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,223,156	\$ 45,621	\$ (150,856)	\$ (18,916)	\$ 1,099,005
3000 TOTAL NET ASSETS	\$ -	\$ 1,297,645	\$ 771,827	\$ (211,621)	\$ (36,273)	\$ 1,821,578

**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2019-05/31/2020**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 937,042	\$ 8,512	\$ 244,981	\$ 69,012	\$ 1,259,547
5020 Total Operating Revenue	-	937,042	8,512	244,981	69,012	1,259,547
OPERATING EXPENSES						
6100 Payroll Costs	-	92,576	30,795	153,870		277,241
6200 Professional/Contracted Services		25,777	7,000		76,477	109,254
6300 Supplies and Materials		28,821	-	145,465	29,889	204,175
6400 Claims, Admin, & Other Expenses		199,854	37,262	102		237,218
6030 Total Operating Expenses	-	347,028	75,057	299,437	106,367	827,888
Operating Income (Loss)	-	590,014	(66,545)	(54,455)	(37,354)	431,659
NON-OPERATING REVENUE						
5742 Interest Income	-	26,031	-	-	-	26,031
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
	\$ -	\$ 616,045	\$ (66,545)	\$ (54,455)	\$ (37,354)	\$ 457,690
0100 Total Net Assets - September 1 (Beginning)	\$ 116,013	\$ 982,320	\$ 120,024	\$ 22,825	\$ 43,170	\$ 1,284,352
3000 TOTAL NET ASSETS	\$ 116,013	\$ 1,598,366	\$ 53,478	\$ (31,630)	\$ 5,815	\$ 1,742,042

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CONSOLIDATED BALANCE SHEET FOR GO 2021 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-1,943,126.68	10,983,140.18
1151	IMPREST FUNDS	-13.28	3,601.78
1153	IMPREST CHANGE FUND	.00	3,260.00
1170	LEGACY TEXAS MMA	3,917.97	30,757,782.24
1172	CERTIFICATES OF DEPOSIT	.00	15,070,801.64
1173	AGENCY SECURITIES	.00	18,016,581.15
1175	TEXPOOL	8.75	1,023,419.93
1176	TEXSTAR	75.94	8,936,481.85
1177	LONE STAR POOL	23.60	5,440,315.99
1178	TEXAS CLASS	-12,267,186.59	16,718,953.54
1179	LOGIC	3,475.16	54,114,712.10
1180	LANDING ROCK INVESTORS	2,551.19	10,015,297.39
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	6,202,712.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,548,924.00
1241	DUE FROM STATE	.00	-3,973.29
1251	ACCRUED INTEREST	5,522.64	36,710.83
1262	DUE FROM SPECIAL REVENUE	.00	2,109,562.00
1263	DUE FROM I & S	-792.52	315,358.85
1266	DUE FROM INTERNAL SERVICE FUND	.00	83,116.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	-10,126.97	6,881.03
1311	INVENTORIES - GENERAL SUPPLIES	208,329.25	563,480.07
1312	INVENTORIES - SCHOOLDUDE	5,380.31	241,622.70
1313	POSTAGE	48,471.05	125,751.29
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	765.00	4,014.99
1495	PREPAID EXPENSE	.00	7,745.30
	TOTAL ASSETS	-13,942,725.18	178,285,825.31
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	-449,894.58	-405,560.67
2111	ACCOUNTS PAYABLE	175,910.87	-149,205.55
2113	TAX REFUNDS/ATTNY'S FEE	79,751.83	-150,292.27
2114	RETAINAGES	.00	105,347.04
2161	ACCRUED WAGES PAYABLE	.00	-15,592,250.68
2181	DUE TO STATE	211.95	-4,122,386.52
2199	CREDIT CARD SUSPENSION	-7,178.90	-43,825.54
2311	DEFERRED REVENUE	-130.57	-3,658,701.65
	TOTAL LIABILITIES	-201,329.40	-24,024,875.84
FUND BALANCE			
3411	RESERVE FOR INVENTORIES	.00	-734,766.00
3431	RESERVE FOR PREPAID ITEMS	.00	-68,415.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42

CONSOLIDATED BALANCE SHEET FOR GO 2021 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
3591	OTHER DESIGNATED FUND BALANCE	.00	-34,120,258.82
3611	FUND BALANCE BEG-OF-YEAR	90.00	-80,142,628.74
3612	BUDGET SURPLUS/DEFICIT	331,789.00	18,091,324.07
4310	RESERVE FOR ENCUMBRANCES	-4,858,019.04	-12,275,132.22
4311	RESERVE FOR ENCUMBRANCES	4,858,019.04	12,275,132.22
5010	ESTIMATED REVENUE - CO	268,645.48	341,953,072.32
5050	REALIZED REVENUE - CO	-11,069,168.71	-278,331,586.48
6010	APPROPRIATED EXPENDITURES - CO	-600,434.48	-360,044,396.39
6050	EXPENDITURES - CO	25,213,133.29	238,744,327.15
	TOTAL FUND BALANCE	14,144,054.58	-154,260,949.47
	TOTAL LIABILITIES + FUND BALANCE	13,942,725.18	-178,285,825.31

** END OF REPORT - Generated by MIEISHA RUNNELS **

CONSOLIDATED BALANCE SHEET FOR FS 2021 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-1,768,292.58	-29,060,448.25
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	-5,160.00	830.00
1178	TEXAS CLASS	893.34	26,312,417.06
1241	DUE FROM STATE	.00	4,747,571.57
1311	INVENTORIES - GENERAL SUPPLIES	.00	251,441.59
	TOTAL ASSETS	-1,772,559.24	2,252,811.97
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	2,912.52	-2,901.97
2111	ACCOUNTS PAYABLE	1,689.07	-554.25
2114	RETAINAGES	.00	97,799.98
	TOTAL LIABILITIES	4,601.59	94,343.76
FUND BALANCE			
3451	RESERVE - FOOD SERVICE	.00	-2,049,668.70
3612	BUDGET SURPLUS/DEFICIT	.00	2,957,243.54
4310	RESERVE FOR ENCUMBRANCES	152,771.69	-126,023.32
4311	RESERVE FOR ENCUMBRANCES	-152,771.69	126,023.32
5010	ESTIMATED REVENUE - CO	.00	18,362,645.00
5050	REALIZED REVENUE - CO	-31,246.02	-16,595,980.17
6010	APPROPRIATED EXPENDITURES - CO	.00	-21,319,888.54
6050	EXPENDITURES - CO	1,799,203.67	16,298,493.14
	TOTAL FUND BALANCE	1,767,957.65	-2,347,155.73
	TOTAL LIABILITIES + FUND BALANCE	1,772,559.24	-2,252,811.97

** END OF REPORT - Generated by MIEISHA RUNNELS **

CONSOLIDATED BALANCE SHEET FOR DS 2021 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	131,412.96	8,241,833.96
1177	LONE STAR POOL	3.74	861,564.01
1178	TEXAS CLASS	487.89	7,328,913.09
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,773,918.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-843,178.00
	TOTAL ASSETS	131,904.59	17,363,051.06
LIABILITIES			
2171	DUE TO GENERAL FUND	792.52	-315,358.85
2184	DUE TO STATE	.00	-81,255.00
2311	DEFERRED REVENUE	.00	-930,740.00
	TOTAL LIABILITIES	792.52	-1,327,353.85
FUND BALANCE			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-14,415,438.51
3612	BUDGET SURPLUS/DEFICIT	.00	7,699,992.00
5010	ESTIMATED REVENUE - CO	.00	37,879,608.00
5050	REALIZED REVENUE - CO	-132,697.11	-39,815,483.70
6010	APPROPRIATED EXPENDITURES - CO	.00	-45,579,600.00
6050	EXPENDITURES - CO	.00	38,195,225.00
	TOTAL FUND BALANCE	-132,697.11	-16,035,697.21
	TOTAL LIABILITIES + FUND BALANCE	-131,904.59	-17,363,051.06

** END OF REPORT - Generated by MIEISHA RUNNELS **

CONSENT AGENDA

07/19/2021

TOPIC: Consider Approval of Resolution and Order No. 20-21-13 Authorizing July Amendment to the 2020-2021 Budget

Revenue & Other Resources	Approved Amended Budget	Proposed Amendments	Amended Budget
General Operating Fund	\$341,953,072	17,055	\$341,970,127
Food Service Fund	18,362,645	-	\$18,362,645
Debt Service Fund	37,879,608	-	\$37,879,608
Total Revenue & Other Sources	\$398,195,325	\$ 17,055	\$ 398,212,380
Appropriations & Other Uses			
General Operating Fund	\$ 360,044,396	\$ 17,055	\$360,061,451
Food Service Fund	21,319,889	-	21,319,889
Debt Service Fund	45,579,600	-	45,579,600
Total Appropriations & Other Uses	\$ 426,943,885	\$ 17,055	\$426,960,940

SUBMITTED BY: Gary Micinski and Mahdia Lalee

BACKGROUND: In accordance with Texas Education Code Sec. 44.006, "Public funds of the school district may not be spent in any manner other than as provided for in the budget adopted by the board of trustees, but the board may amend a budget or adopt a supplementary emergency budget to cover necessary unforeseen expenses."

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approving Resolution and Order No. 20-21-13 increasing the District's total budgeted revenue to \$398,212,380 and increasing total appropriations to \$426,960,940.

RECOMMENDED BOARD MOTION: I move the Board approve Resolution and Order No. 20-21-13.

ATTACHMENTS:

1. Memo from Mahdia Lalee to Gary Micinski
2. Resolution and Order No. 20-21-13

Date: July 19, 2021
 To: Gary Micinski, Chief Financial Officer
 From: Mahdia Lalee, Director of Business Operations
 Subject: July Amendment to the 2020-2021 Budget

General Operating Fund

Total budgeted revenue to increase by \$17,055 dollars and total budgeted appropriations and other uses increase by \$17,055 which is summarized as follows:

Revenue:

- Increase to campus activity funds
 - 5744 – Gifts and Bequest
 - 5755 – Activity Fund Receipt

	15,000	
	2,055	
		\$ 17,055

Appropriations:

- Increases (decreases) to campus activity funds (from campus fund balance) to reflect increase in fund balance:

Function 11 – Instruction	(2,828)	
Function 12 – Library	(38,402)	
Function 13 – Staff Development	474	
Function 23 – School Administration	45,470	
Function 36 – Extra-Curricular Activities	(4,086)	
Function 51 – Maintenance and Operation	16,427	17,055

- Increases (decreases) to budget for other transfers:

Function 11 – Instruction	(98,772)	
Function 12 – Library	(6,334)	
Function 13 – Staff Development	298,666	
Function 21 – Instructional Administration	(246,264)	
Function 23 – School Administration	88,828	
Function 31 – Guidance and Counseling	(60,125)	
Function 32 – Attendance	(1,876)	
Function 33 – Health Services	23,447	
Function 36 – Extra-Curricular Activities	69,668	
Function 51 – Maintenance and Operation	(4,334)	
Function 52 – Security and Monitoring	201	
Function 61 – Community Services	(63,105)	0
		\$ 17,055

Food Service Fund

Total budgeted appropriations and other uses are to change by \$0, which is summarized as follows:

Appropriations:

➤ Increases (decreases) to budget for Food Service		
Function 35 – Food Service	10,000	
Function 36 – Extra-Curricular Activities	(10,000)	0
		<hr/>
		\$ 0
		<hr/>

Debt Service Fund

There were no proposed budget changes to Debt Service Fund.

AGENDA SHEET

Meeting Date: 07/19/2021

Resolution/Order No.: 20-21-13

Topic: A Resolution of the Board of Trustees of the Irving Independent School District Adopting an Order Approving Amendment to the 2020-2021 Budget, Appropriating Necessary Funds for Certain Transactions or Projects, and Authorizing Other Matters Relating to the Subject.

WHEREAS, the Board of Trustees of the Irving Independent School District heretofore adopted the District's Budget for the 2020-2021 fiscal year which contained estimates of resources and revenues for the year from various sources, and included various capital projects and purchases to be undertaken during the fiscal year, together with the estimated costs thereof; and

WHEREAS, it is now apparent the Budget, as amended, should be amended to properly reflect actual changes in operations, revenues, activities, and projects not earlier foreseen or contemplated; and

WHEREAS, the Administrative Staff of the District has submitted proposed amendments to the 2020-2021 Budget reflecting the funds and sources of revenues to be allocated to and appropriated for the described projects or activities, a true and correct copy being attached hereto and marked Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT THAT THE TRUSTEES ADOPT THE FOLLOWING ORDER THAT:

SECTION 1: The proposed amendments to the Budget for the 2020-2021 fiscal year, as amended, as filed and submitted to the District's Board of Trustees and described in Exhibit "A" hereto, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the remainder of the year, together with estimated costs thereof, and estimates amounts of all other proposed expenditures, are hereby approved and adopted.

SECTION 2: A true and correct copy of Exhibit "A" be filed in the minutes of the Board of Trustees with this Resolution and Order.

SECTION 3: There are hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money as may be required for the accomplishment of each of the projects, activities, operations, purchases, or other expenditures described in Exhibit "A" not to exceed for all such payment proposed for any department the total amount of the estimated costs of such projects, operations, activities, purchases, and other expenditures proposed for such department, the actual expenditures of which to be authorized in accordance with law and policies of the Board of Trustees.

SECTION 4: Should any part, portion, section, or part of a section of this Order or the amended Budget be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion, judgment shall in no way affect the remaining portions, parts, sections, or parts of sections of the Order or the amendments to the Budget, which provisions shall be, remain, and continue to be in full force and effect.

IT IS SO RESOLVED.

PASSED, APPROVED AND ENACTED by the Board of Trustees of the Irving Independent School District, Irving, Texas, on 7/19/2021, at a duly constituted meeting for which notice was timely given.

Randy Randle, President
Board of Trustees
Irving Independent School District

ATTEST:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

**IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
July 2021 BUDGET AMENDMENT**

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5711 TAXES CURRENT YEAR	159,000,000	-	159,000,000	-	159,000,000
5712 DELINQUENT TAXES	296,205	-	296,205	-	296,205
5719 OTHER TAX RELATED REVENUE	500,000	-	500,000	-	500,000
TOTAL TAXES	159,796,205	-	159,796,205	-	159,796,205
OTHER LOCAL REVENUE:					
5735 SUMMER SCHOOL	-	-	-	-	-
5738 PARKING FEES	4,500	-	4,500	-	4,500
5739 OTHER TUITION AND FEES	200,000	-	200,000	-	200,000
5742 INVESTMENT EARNINGS	500,000	-	500,000	-	500,000
5743 RENTAL OF FACILITIES	70,000	-	70,000	-	70,000
5744 GIFTS AND BEQUESTS	150,000	454,428	604,428	15,000	619,428
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	250,000	254,220	504,220	-	504,220
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	1,001,875	2,001,875	2,055	2,003,930
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	-	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
TOTAL OTHER LOCAL RESOURCES	2,624,500	1,710,523	4,335,023	17,055	4,352,078
TOTAL LOCAL RESOURCES	162,420,705	1,710,523	164,131,228	17,055	164,148,283
STATE RESOURCES:					
5811 PER CAPITA	14,733,689	-	14,733,689	-	14,733,689
5812 FOUNDATION ENTITLEMENTS	142,109,122	-	142,109,122	-	142,109,122
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	15,652,186	588,847	16,241,033	-	16,241,033
TOTAL STATE RESOURCES	172,494,997	588,847	173,083,844	-	173,083,844
FEDERAL RESOURCES:					
5929 FEDERAL REVENUE - INDIRECT COST	350,000	-	350,000	-	350,000
5931 SHARS REIMBURSEMENT	4,000,000	138,000	4,138,000	-	4,138,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
TOTAL FEDERAL RESOURCES	4,600,000	138,000	4,738,000	-	4,738,000
TOTAL REVENUES	339,515,702	2,437,370	341,953,072	17,055	341,970,127
OTHER SOURCES					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-
TOTAL REVENUE AND OTHER SOURCES	339,515,702	2,437,370	341,953,072	17,055	341,970,127

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
July 2021 BUDGET AMENDMENT

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
EXPENDITURES:					
11 Instruction	203,084,928	4,137,771	207,222,699	(101,599)	207,121,100
12 Library	5,540,206	294,376	5,834,582	(44,736)	5,789,846
13 Staff Development	5,892,229	(93,317)	5,798,912	299,140	6,098,052
21 Instructional Administration	6,453,138	427,633	6,880,771	(246,264)	6,634,507
23 School Administration	21,026,426	503,213	21,529,639	134,297	21,663,936
31 Counseling Services	16,450,959	(120,421)	16,330,538	(60,125)	16,270,413
32 Attendance Services	1,349,337	(42,854)	1,306,483	(1,876)	1,304,607
33 Health Services	3,532,110	(34,888)	3,497,222	23,447	3,520,669
34 Pupil Transportation	12,619,862	(866,949)	11,752,913	-	11,752,913
35 Food Services	733,838	85,753	819,591	-	819,591
36 Extra-Curricular Activities	6,208,812	220,727	6,429,539	65,582	6,495,121
41 General Administration	9,664,633	396,661	10,061,294	-	10,061,294
51 Maintenance	30,270,690	4,279,093	34,549,783	12,092	34,561,875
52 Security	4,217,236	460,727	4,677,963	201	4,678,164
53 Data Processing	14,004,714	201,825	14,206,539	-	14,206,539
61 Community Services	533,645	294,727	828,372	(63,105)	765,266
81 Facilities	164,138	7,337,963	7,502,101	-	7,502,101
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds	0	-	-	-	-
99 Intergovernmental Charges	625,457	-	625,457	-	625,457
TOTAL EXPENDITURES	342,562,358	17,482,038	360,044,396	17,055	360,061,451
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	342,562,358	17,482,038	360,044,396	17,055	360,061,451
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(3,046,656)	19,919,409	(18,074,269)	0	(18,091,324)
EST. BEGINNING FUND BALANCE	97,625,992	-	97,625,992	-	97,625,992
ENDING FUND BALANCE	94,579,336	19,919,409	79,551,723	0	79,534,668

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
FOOD SERVICE
July 2021 BUDGET AMENDMENT

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5742 INVESTMENT EARNINGS	10,000	-	10,000	-	10,000
5751 FOOD SERVICES	2,025,000	-	2,025,000	-	2,025,000
5755 ACTIVITY FUND RECEIPTS	150,000	-	150,000	-	150,000
TOTAL LOCAL RESOURCES	2,185,000	-	2,185,000	-	2,185,000
STATE RESOURCES:					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
TOTAL STATE RESOURCES	120,000	-	120,000	-	120,000
FEDERAL RESOURCES:					
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	-	4,125,000	-	4,125,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	-	10,807,645	-	10,807,645
5923 USDA DONATED COMMODITIES	975,000	-	975,000	-	975,000
5939 SUMMER FEEDING PROGRAM	150,000	-	150,000	-	150,000
TOTAL FEDERAL RESOURCES	16,057,645	-	16,057,645	-	16,057,645
TOTAL REVENUE AND OTHER SOURCES	18,362,645	-	18,362,645	-	18,362,645
EXPENDITURES:					
35 Food Services	17,985,145	-	17,985,145	10,000	17,995,145
36 Extra-Curricular Activities	10,000	-	10,000	(10,000)	-
51 Maintenance & Operations	650,000	-	650,000	-	650,000
81 Facilities	2,000,000	674,744	2,674,744	-	2,674,744
TOTAL EXPENDITURES	20,645,145	674,744	21,319,889	-	21,319,889
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	20,645,145	674,744	21,319,889	-	21,319,889
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(2,282,500)	(674,744)	(2,957,244)	-	(2,957,244)
EST. BEGINNING FUND BALANCE	4,769,340	-	4,769,340	-	4,769,340
ENDING FUND BALANCE	2,486,840	(674,744)	1,812,096	-	1,812,096

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
DEBT SERVICE
July 2021 BUDGET AMENDMENT

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5711 TAXES CURRENT YEAR	37,329,600	-	37,329,600	-	37,329,600
5712 DELINQUENT TAXES	-	-	-	-	-
5719 OTHER TAX RELATED REVENUE	-	-	-	-	-
TOTAL TAXES	<u>37,329,600</u>	<u>-</u>	<u>37,329,600</u>	<u>-</u>	<u>37,329,600</u>
OTHER LOCAL REVENUE:					
5742 INVESTMENT EARNINGS	-	-	-	-	-
5799 ISD-TNT ADJUSTMENT	-	-	-	-	-
TOTAL OTHER LOCAL SOURCES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL LOCAL RESOURCES	<u>37,329,600</u>	<u>-</u>	<u>37,329,600</u>	<u>-</u>	<u>37,329,600</u>
STATE RESOURCES:					
5829 TEA/NON-FOUNDATION REVENUE	550,008	-	550,008	-	550,008
TOTAL STATE RESOURCES	<u>550,008</u>	<u>-</u>	<u>550,008</u>	<u>-</u>	<u>550,008</u>
TOTAL REVENUES	<u>37,879,608</u>	<u>-</u>	<u>37,879,608</u>	<u>-</u>	<u>37,879,608</u>
OTHER SOURCES :					
7911 SALE OF BONDS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAYABLE	-	-	-	-	-
TOTAL OTHER SOURCES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE AND OTHER SOURCES	<u>37,879,608</u>	<u>-</u>	<u>37,879,608</u>	<u>-</u>	<u>37,879,608</u>
EXPENDITURES:					
71 DEBT SERVICE	45,579,600	-	45,579,600	-	45,579,600
TOTAL EXPENDITURES	<u>45,579,600</u>	<u>-</u>	<u>45,579,600</u>	<u>-</u>	<u>45,579,600</u>
OTHER USES :					
8949 REFUNDING BONDS	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>45,579,600</u>	<u>-</u>	<u>45,579,600</u>	<u>-</u>	<u>45,579,600</u>
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	<u>(7,699,992)</u>	<u>-</u>	<u>(7,699,992)</u>	<u>-</u>	<u>(7,699,992)</u>
EST. BEGINNING FUND BALANCE	<u>10,440,359</u>	<u>-</u>	<u>10,440,359</u>	<u>-</u>	<u>10,440,359</u>
ENDING FUND BALANCE	<u>2,740,367</u>	<u>-</u>	<u>2,740,367</u>	<u>-</u>	<u>2,740,367</u>

CONSENT AGENDA
7/19/2021

TOPIC: Consider the Approval of the Supplements to the Irving ISD Tax Rolls

SUBMITTED BY: Cher Elzy

BACKGROUND: The Board approved the tax roll on August 24, 2020. Supplements to the tax rolls are prepared monthly by the Dallas Central Appraisal District. Board action is required on any refunds greater than \$2,500.00. For ease in processing, we are presenting the total value of all supplements.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board of Trustees approve the supplements to the Irving ISD tax rolls.

RECOMMENDED BOARD MOTION: I move the Board approve the Supplements to the Irving ISD Tax Rolls.

Attachments:

1. Memo from Cher Elzy to Gary Micinski
2. Dallas Central Appraisal District Supplement Recap for June
3. Supplement 10 to the 2020 tax roll
4. Supplement 23 to the 2019 tax roll
5. Supplement 35 to the 2018 tax roll
6. Supplement 47 to the 2017 tax roll
7. Supplement 59 to the 2016 tax roll
8. Comparison of the Budget to the Actual Tax Roll Spreadsheet

MEMO

Date: July 19, 2021
To: Gary Micinski, CFO
From: Cher Elzy, Director of Taxation
Subject: June Supplement Reports

Attached for your consideration is the June Supplement Reports.

Thank you.



DALLAS CENTRAL APPRAISAL DISTRICT

SUPPLEMENT 06-2021

As of June 09, 2021

**State of Texas
County of Dallas**

Property Tax Code, Section 25.25

I, W. Kenneth Nolan, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, attest to the best of my knowledge, that the attached is a supplement to the certified appraisal roll which lists taxable property for

IRVING ISD

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Tax Year	Amount of
2020	7,508,735-
2019	794,110-
2018	24,788-
2017	220,240-
2016	216,677-

Date : June 17, 2021

**W. Kenneth Nolan
Executive Director/Chief Appraiser**

2020 SUPPLEMENT NO. 10

Real Property Additions		Personal Property Additions
\$ 0		\$ 130,100
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 130,100	\$ (7,638,835)	\$ (7,508,735)

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**Summary of Supplemental Change Report
#1 through #10**

Value	Reason
\$ (77,425,615)	Exemptions and Value Changes
\$ 1,241,077,712	Total Additions
\$ 1,163,652,097	Net Total

2019 SUPPLEMENT NO. 23

Real Property Additions		Personal Property Additions	
\$	0	\$	0
Total Additions		Supplemental Change Report	Net Changes of Changes
\$	0	\$	(794,110)
		(794,110)	50

**Summary of Supplemental Change Report
#1 through #23**

Value	Reason
\$ (260,079,211)	Exemptions and Value Changes
\$ 183,883,393	Total Additions
\$ (76,195,818)	Net Total

2018 SUPPLEMENT NO. 35

Real Property Additions		Personal Property Additions	
\$ 0		\$ 0	
Total Additions		Supplemental Change Report	Net Changes of Changes
\$ 0	\$ (24,788)	\$ (24,788)	

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**Summary of Supplemental Change Report
#1 through #35**

Value	Reason
\$ (253,003,691)	Exemptions and Value Changes
\$ 92,404,285	Total Additions
\$ (160,599,406)	Net Total

2017 SUPPLEMENT NO. 47

Real Property Additions		Personal Property Additions	
\$ 0		\$ 0	
Total Additions		Supplemental Change Report	Net Changes of Changes
\$ 0	\$ (220,240)	\$ (220,240)	

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**Summary of Supplemental Change Report
#1 through #47**

Value	Reason
\$ (259,417,967)	Exemptions and Value Changes
\$ 116,230,132	Total Additions
\$ (143,187,835)	Net Total

2016 SUPPLEMENT NO. 59

**Real Property
Additions**

0

**Personal Property
Additions**

\$ 0

**Total
Additions**

0

**Supplemental
Change Report**

\$ (216,677)

**Net Changes
of Changes**

\$ (216,677)

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**Summary of Supplemental Change Report
#1 through #59**

Value	Reason
\$ (367,975,536)	Exemptions and Value Changes
\$ 88,989,355	Total Additions
\$ (278,986,181)	Net Total

RECAP FOR JUNE SUPPLEMENT

2020 SUPPLEMENT NO. 10	\$	(7,508,735)
2019 SUPPLEMENT NO. 23	\$	(794,110)
2018 SUPPLEMENT NO. 35	\$	(24,788)
2017 SUPPLEMENT NO. 47	\$	(220,240)
2016 SUPPLEMENT NO. 59	\$	(216,677)

FY 2020-2021

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 10	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,163,652,097	\$ 15,905,442,763
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	11,808,741	\$ 161,408,433
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	3,028,986	\$ 41,401,867
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	14,837,727	\$ 202,810,300

2020 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	435,201,059
SUPPLEMENT NO. 2	479,242,398
SUPPLEMENT NO. 3	280,208,718
SUPPLEMENT NO. 4	15,576,708
SUPPLEMENT NO. 5	-3,568,300
SUPPLEMENT NO. 6	-1,548,848
SUPPLEMENT NO. 7	-17,777,907
SUPPLEMENT NO. 8	-11,306,066
SUPPLEMENT NO. 9	-4,866,930
SUPPLEMENT NO. 10	-7,508,735

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TOTAL **1,163,652,097**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>1,363,652,097</u>
LEVY GAIN (LOSS) M & O	13,838,341
LEVY GAIN (LOSS) I & S	3,549,586
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>17,387,927</u>

**FY 2019-2020
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 23	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-76,195,818	\$ 14,436,171,117
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-785,579	\$ 148,836,924
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-208,853	\$ 39,569,545
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-994,432	\$ 188,406,469

2019 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	32,571,769
SUPPLEMENT NO. 2	98,098,133
SUPPLEMENT NO. 3	25,517,424
SUPPLEMENT NO. 4	-14,556,681
SUPPLEMENT NO. 5	-8,195,689
SUPPLEMENT NO. 6	-19,703,429
SUPPLEMENT NO. 7	-18,434,225
SUPPLEMENT NO. 8	-17,063,025
SUPPLEMENT NO. 9	-3,432,626
SUPPLEMENT NO. 10	-8,979,664
SUPPLEMENT NO. 11	-26,419,728
SUPPLEMENT NO. 12	-14,251,347
SUPPLEMENT NO. 13	-12,542,680
SUPPLEMENT NO. 14	-29,795,534
SUPPLEMENT NO. 15	-2,269,209
SUPPLEMENT NO. 16	-28,966,000
SUPPLEMENT NO. 17	-1,044,464
SUPPLEMENT NO. 18	-10,018,551
SUPPLEMENT NO. 19	-9,938,089
SUPPLEMENT NO. 20	-1,324,146
SUPPLEMENT NO. 21	-2,293,528
SUPPLEMENT NO. 22	-2,360,419
SUPPLEMENT NO. 23	-794,110

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TOTAL align="right">**-76,195,818**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2019 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>73,804,182</u>
LEVY GAIN (LOSS) M & O	760,921
LEVY GAIN (LOSS) I & S	202,297
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>963,218</u>

FY 2018-2019

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 35	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 12,223,386,344	\$ 13,439,011,068	-160,599,406	\$ 13,278,411,662
M & O LEVY (1.17)	\$ 143,013,620	\$ 157,236,430	-1,879,013	\$ 155,357,417
I & S LEVY (.2311)	\$ 28,248,246	\$ 31,057,554	-371,145	\$ 30,686,409
TOTAL LEVY (1.4011)	171,261,866	188,293,984	-2,250,158	\$ 186,043,826

2018 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	-1,415,301
SUPPLEMENT NO. 2	-1,967,970
SUPPLEMENT NO. 3	59,418,616
SUPPLEMENT NO. 4	10,785,664
SUPPLEMENT NO. 5	-18,582,754
SUPPLEMENT NO. 6	-2,445,166
SUPPLEMENT NO. 7	-21,479,140
SUPPLEMENT NO. 8	-38,878,680
SUPPLEMENT NO. 9	-7,401,705
SUPPLEMENT NO. 10	-19,670,312
SUPPLEMENT NO. 11	-12,285,270
SUPPLEMENT NO. 12	-26,883,772
SUPPLEMENT NO. 13	-418,958
SUPPLEMENT NO. 14	-9,012,907
SUPPLEMENT NO. 15	-8,273,654
SUPPLEMENT NO. 16	-27,730,004
SUPPLEMENT NO. 17	-4,033,170
SUPPLEMENT NO. 18	-4,124,920
SUPPLEMENT NO. 19	-4,946,824
SUPPLEMENT NO. 20	-5,449,620
SUPPLEMENT NO. 21	-2,015,000
SUPPLEMENT NO. 22	-153,168
SUPPLEMENT NO. 23	-499,114
SUPPLEMENT NO. 24	-617,138
SUPPLEMENT NO. 25	-782,830
SUPPLEMENT NO. 26	-6,418,231
SUPPLEMENT NO. 27	-1,324,050
SUPPLEMENT NO. 28	15,950
SUPPLEMENT NO. 29	-30,000
SUPPLEMENT NO. 30	-3,955,480
SUPPLEMENT NO. 31	29,769
SUPPLEMENT NO. 32	27,314

SUPPLEMENT NO. 33	-7,669
SUPPLEMENT NO. 34	-49,124
SUPPLEMENT NO. 35	-24,788

TOTAL **-160,599,406**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2018 SUPPLEMENTAL BUDGET	<u>-150,000,000</u>
NET GAIN (LOSS) TO TAX	-10,599,406

LEVY GAIN (LOSS) M & O	-124,013
LEVY GAIN (LOSS) I & S	<u>-24,495</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	-148,508

**FY 2017-2018
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 47	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 11,096,312,115	\$ 12,178,979,842	-143,187,835	\$ 12,035,792,007
M & O LEVY (1.17)	\$ 129,826,852	\$ 142,494,064	-1,675,298	\$ 140,818,766
I & S LEVY (.2614)	\$ 29,005,833	\$ 31,835,853	-374,293	\$ 31,461,560
TOTAL LEVY (1.4314)	\$ 158,832,685	\$ 174,329,917	-2,049,591	\$ 172,280,326

2017 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	45,880,656
SUPPLEMENT NO. 2	9,215,735
SUPPLEMENT NO. 3	8,867,781
SUPPLEMENT NO. 4	610,035
SUPPLEMENT NO. 5	-4,867,051
SUPPLEMENT NO. 6	-10,449,039
SUPPLEMENT NO. 7	-34,417,183
SUPPLEMENT NO. 8	-15,719,504
SUPPLEMENT NO. 9	-22,644,695
SUPPLEMENT NO. 10	-1,755,708
SUPPLEMENT NO. 11	-11,818,504
SUPPLEMENT NO. 12	-21,854,669
SUPPLEMENT NO. 13	-8,601,532
SUPPLEMENT NO. 14	-5,015,998
SUPPLEMENT NO. 15	-4,561,293
SUPPLEMENT NO. 16	-3,740,084
SUPPLEMENT NO. 17	-1,581,999
SUPPLEMENT NO. 18	-1,902,556
SUPPLEMENT NO. 19	-5,037,372
SUPPLEMENT NO. 20	-2,205,667
SUPPLEMENT NO. 21	-1,013,721
SUPPLEMENT NO. 22	-1,251,382
SUPPLEMENT NO. 23	-1,395,752
SUPPLEMENT NO. 24	-10,240,437
SUPPLEMENT NO. 25	-328,358
SUPPLEMENT NO. 26	-6,746,358
SUPPLEMENT NO. 27	-67,573
SUPPLEMENT NO. 28	-25,155,092
SUPPLEMENT NO. 29	-412,230
SUPPLEMENT NO. 30	-142,000
SUPPLEMENT NO. 31	-300,337
SUPPLEMENT NO. 32	-419,748
SUPPLEMENT NO. 33	-25,000
SUPPLEMENT NO. 34	-12,398

SUPPLEMENT NO. 35	-710
SUPPLEMENT NO. 36	-228,750
SUPPLEMENT NO. 37	22,500
SUPPLEMENT NO. 38	-4,083,230
SUPPLEMENT NO. 39	25,000
SUPPLEMENT NO. 40	83,064
SUPPLEMENT NO. 41	0
SUPPLEMENT NO. 42	30,007
SUPPLEMENT NO. 43	80,062
SUPPLEMENT NO. 44	91,062
SUPPLEMENT NO. 45	0
SUPPLEMENT NO. 46	122,433
SUPPLEMENT NO. 47	-220,240

TOTAL **-143,187,835**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2017 SUPPLEMENTAL BUDGET	-150,000,000	60
NET GAIN (LOSS) TO TAX	<u>6,812,165</u>	

LEVY GAIN (LOSS) M & O	79,702
LEVY GAIN (LOSS) I & S	17,807
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>97,509</u>

**FY 2016-2017
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 59	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 10,971,091,578	\$ 11,594,095,283	-278,986,181	\$ 11,315,109,102
M & O LEVY (1.17)	\$ 114,099,352	\$ 120,578,591	-3,264,138	\$ 117,314,453
I & S LEVY (.2750)	\$ 44,432,921	\$ 46,956,086	-767,212	\$ 46,188,874
TOTAL LEVY (1.445)	\$ 158,532,273	\$ 167,534,677	-4,031,350	\$ 163,503,327

2016 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	-1,167,758
SUPPLEMENT NO. 2	15,294,820
SUPPLEMENT NO. 3	-1,680,520
SUPPLEMENT NO. 4	-10,963,884
SUPPLEMENT NO. 5	5,634,501
SUPPLEMENT NO. 6	-86,757,481
SUPPLEMENT NO. 7	-75,264
SUPPLEMENT NO. 8	-20,672,078
SUPPLEMENT NO. 9	-6,692,896
SUPPLEMENT NO. 10	-13,262,234
SUPPLEMENT NO. 11	-10,894,088
SUPPLEMENT NO. 12	-5,028,778
SUPPLEMENT NO. 13	-14,422,823
SUPPLEMENT NO. 14	-41,445,409
SUPPLEMENT NO. 15	217,645
SUPPLEMENT NO. 16	-7,414,302
SUPPLEMENT NO. 17	-4,129,812
SUPPLEMENT NO. 18	-19,723,577
SUPPLEMENT NO. 19	-18,150,661
SUPPLEMENT NO. 20	-3,874,654
SUPPLEMENT NO. 21	-1,890,006
SUPPLEMENT NO. 22	-724,380
SUPPLEMENT NO. 23	-3,318,316
SUPPLEMENT NO. 24	-312,500
SUPPLEMENT NO. 25	-289,355
SUPPLEMENT NO. 26	-336,805
SUPPLEMENT NO. 27	-371,570
SUPPLEMENT NO. 28	-2,812,269
SUPPLEMENT NO. 29	-90,000
SUPPLEMENT NO. 30	-319,395
SUPPLEMENT NO. 31	-1,807,144
SUPPLEMENT NO. 32	-1,213,680
SUPPLEMENT NO. 33	-100,000
SUPPLEMENT NO. 34	-200,400
SUPPLEMENT NO. 35	-73,972

SUPPLEMENT NO. 36	10,534
SUPPLEMENT NO. 37	114,453
SUPPLEMENT NO. 38	159,760
SUPPLEMENT NO. 39	53,957
SUPPLEMENT NO. 40	-11,411,940
SUPPLEMENT NO. 41	-55,186
SUPPLEMENT NO. 42	0
SUPPLEMENT NO. 43	-61,421
SUPPLEMENT NO. 44	-81,303
SUPPLEMENT NO. 45	0
SUPPLEMENT NO. 46	0
SUPPLEMENT NO. 47	-8,702,260
SUPPLEMENT NO. 48	-228,750
SUPPLEMENT NO. 49	-12,500
SUPPLEMENT NO. 50	264,650
SUPPLEMENT NO. 51	25,000
SUPPLEMENT NO. 52	62,047
SUPPLEMENT NO. 53	0
SUPPLEMENT NO. 54	40,000
SUPPLEMENT NO. 55	25,000
SUPPLEMENT NO. 56	75,000
SUPPLEMENT NO. 57	0
SUPPLEMENT NO. 58	22,500
SUPPLEMENT NO. 59	-216,677

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TOTAL **-278,986,181**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2016 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>-128,986,181</u>
LEVY GAIN (LOSS) M & O	-1,509,138
LEVY GAIN (LOSS) I & S	-354,712
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>-1,863,850</u>

2020 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,200,000	REAL
168 REALTY GROUP III LLC	\$ 4,363,010	REAL
168 REALTY GROUP III LLC	\$ 5,436,990	REAL
2013B PPTY OWNER LLC	\$ 226,370	REAL
2018 1 IH BORROWER LP	\$ 215,900	REAL
2018 1 IH BORROWER LP	\$ 223,050	REAL
250 290 B&C LLC	\$ 34,000,000	REAL
250 290 B&C LLC	\$ 17,000,000	REAL
250 290 B&C LLC	\$ 19,250,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 13,157,900	REAL
2929 PARK GROVE VNTRE LTD	\$ 842,100	REAL
555 WEST AIRPORT FWY LLC	\$ 5,752,350	REAL
555 WEST AIRPORT FWY LLC	\$ 768,400	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 48,850,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,662,850	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,650,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,267,150	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 109,420,000	REAL
AH4R I TX DFW	\$ 233,200	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 8,835,000	REAL
AREA/EY WFT LLC	\$ 8,600,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,095,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 734,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 7,971,000	REAL
BLVD AL LP THE	\$ 1,341,440	REAL
BREIT INDUSTRIAL CANYON TX1B01-B02	\$ 8,306,930	REAL
BUDHWANI & VIRANI INC	\$ 2,200,000	REAL
CENTRAL PARK PARTNERS LTD	\$ 5,500,000	REAL
CERBERUS SFR HOLDINGS	\$ 189,960	REAL
CERBERUS SFR HOLDINGS	\$ 236,510	REAL
CFT NV DEVELOPMENTS LLC	\$ 905,450	REAL
CHALET APARTMENTS LLC	\$ 20,500,000	REAL
CLAY COOLEY REAL ESTATE	\$ 4,336,180	REAL
CLAY COOLEY REAL ESTATE	\$ 8,280,400	REAL
CLAY COOLEY REAL ESTATE	\$ 8,593,750	REAL
CLAY COOLEY VOLKSWAGEN	\$ 1,450,670	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 2,261,420	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 3,104,270	PERSONAL

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CLAY COOLEY VOLKSWAGEN	\$	361,730	PERSONAL
CNC INVESTMENTS	\$	5,295,260	REAL
CNC INVESTMENTS	\$	10,454,740	REAL
COLUMBIA PROPERTIES	\$	33,600,000	REAL
CP 511 BUILDING LLC	\$	19,400,000	REAL
CP II CRESTVIEW LP	\$	36,500,000	REAL
CPLG TX PROPERTIES LLC	\$	8,435,000	REAL
CROSS COURT REALTY LLC	\$	936,000	REAL
CROSSINGS AT IRVING RUBY	\$	12,200,000	REAL
CTCRV LLC &	\$	12,275,000	REAL
CVS AS LESSEE	\$	2,039,100	REAL
CVS AS LESSEE	\$	1,934,720	REAL
D L PETERSON TRUST I	\$	5,081,060	PERSONAL
DALLAS METRO APARTMENTS LLC	\$	3,250,000	REAL
DAVIS MOTOR CRANE SERVICE INC	\$	37,163,370	PERSONAL
DAYTON HUDSON CORP	\$	5,523,470	REAL
DEVA CORPORATION	\$	4,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	REAL
EL PRIMERO EXPRESS LP	\$	4,000,000	REAL
ELEMENT FLEET CORPORATION	\$	4,834,890	PERSONAL
ELEMENT FLEET CORPORATION	\$	468,830	PERSONAL
ESTRADA REVO LLC &	\$	18,970,000	REAL
FIREBIRD SFE I LLC	\$	435,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	PERSONAL
FPG THE POINT LP	\$	52,945,000	REAL
FREEMPORT REGENT LLC	\$	12,000,000	REAL
GEP VANDERBILT LLC	\$	11,950,000	REAL
GROUP 1 REALTY INC	\$	879,430	REAL
GROUP 1 REALTY INC	\$	309,360	REAL
GROUP 1 REALTY INC	\$	3,118,030	REAL
GROUP 1 REALTY INC	\$	167,210	REAL
GROUP 1 REALTY INC	\$	644,120	REAL
HAMPTON PLEASANT RUN JV	\$	2,050,000	REAL
HKRK MGNT INC	\$	2,275,000	REAL
HOME SFR BORROWER II LLC	\$	168,600	REAL
HOME SFR BORROWER LLC	\$	237,080	REAL
HOME SFR BORROWER LLC	\$	201,510	REAL
HOME SFR BORROWER LLC	\$	147,590	REAL
HP TEXAS I LLC	\$	373,690	REAL
IMV GROUP LLC	\$	155,560	REAL
IMV GROUP LLC	\$	901,740	REAL
IMV GROUP LLC	\$	167,260	REAL
IMV GROUP LLC	\$	91,860	REAL
IMV GROUP LLC	\$	1,429,530	REAL

IMV GROUP LLC	\$	189,600	REAL
IMV GROUP LLC	\$	179,650	REAL
IMV GROUP LLC	\$	175,650	REAL
IMV GROUP LLC	\$	138,050	REAL
IMV GROUP LLC	\$	130,490	REAL
IMV GROUP LLC	\$	1,111,510	REAL
IMV GROUP LLC	\$	351,290	REAL
IMV GROUP LLC	\$	322,350	REAL
INTERGERMAN SUMMER GATE LP	\$	12,750,000	REAL
IRBY LANE ASSOCIATES LTD	\$	14,250,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,415,280	REAL
IRVING CENTAL PLACE LLC	\$	1,850,000	REAL
IRVING LODGING LLC	\$	6,350,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,875,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	1,700,000	REAL
JAHCO SPRING CREEK LLC	\$	7,200,000	REAL
JASAN LLC	\$	3,200,230	REAL
KROGER TEXAS LP	\$	10,600,000	REAL
KROGER TEXAS LP	\$	1,488,980	REAL
KROGER TEXAS LP	\$	939,090	REAL
KROGER TEXAS LP	\$	3,942,150	REAL
KROGER TEXAS LP	\$	1,741,790	REAL
KROGER TEXAS LP	\$	758,210	REAL
LADERA RANCH LLC	\$	19,850,000	REAL
LAKE WORTH HOTEL CORP	\$	4,722,750	REAL
LAS COLINAS I HOLDCO LP	\$	83,500,000	REAL
LAS COLINAS II HOLDCO LP	\$	47,400,000	REAL
LEGACY REI GROUP SA LLC	\$	9,924,320	REAL
LEGACY REI GROUP SA LLC	\$	3,575,680	REAL
LEGACY REI GROUP SA LLC	\$	17,650,000	REAL
LPD REALTY LLC	\$	11,260,000	REAL
LUCKY TEXAN	\$	1,850,000	REAL
MEDIEVAL TIMES	\$	1,596,520	PERSONAL
METROPLEX PLAZA LP	\$	5,150,000	REAL
METROPLEX PLAZA LP	\$	4,850,000	REAL
METROPLEX PLAZA LP	\$	2,625,000	REAL
MONTEERRA APARTMENTS LP	\$	39,000,000	REAL
MONTFORT ALPHA JV	\$	11,500,000	REAL
MOTTS LLP	\$	85,323,730	PERSONAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	22,100,000	REAL
NORTHGATE CAPRI LLC &	\$	15,400,000	REAL
NORTHWEST PARK ASSOC	\$	7,007,810	REAL
NORTHWEST PARK ASSOC	\$	4,492,190	REAL
PAR CAPITAL 122 WEST LLC	\$	28,895,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	REAL

PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	REAL
PATEL HASU	\$	337,700	REAL
PATEL RAMAN	\$	1,450,000	REAL
PBH VALLEY CREEK LLC	\$	31,500,000	REAL
PBH VALLEY RIDGE LLC	\$	33,000,000	REAL
PCPI UT OWNER LP	\$	12,252,330	REAL
PCPI UT OWNER LP	\$	151,682,670	REAL
PERFECT & COMFORT LIVING LLC	\$	3,097,000	REAL
PERFECT AND MODERN TEAM LLC	\$	1,950,000	REAL
PL LASCO OWNER LLC	\$	76,500,000	REAL
POST MONTORO LLC	\$	23,845,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$	63,975,000	REAL
PROVIDENT GROUP IRVING PROPERTIES INC	\$	45,000,000	REAL
PS LPT PROPERTIES INVESTORS	\$	5,104,400	REAL
RACETRAC PETROLEUM INC	\$	1,787,270	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	457,820	REAL
RACETRACK PETROLEUM	\$	563,900	PERSONAL
RAMSEY LUTHER H	\$	1,612,000	REAL
RAVEN SURROUND LLC	\$	23,250,000	REAL
RAYO LLC	\$	3,500,000	REAL
RAYO LLC	\$	3,500,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,925,000	REAL
SANDLIAN COLBY B &	\$	2,815,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,300,000	REAL
SECURITY CAPITAL	\$	3,555,500	REAL
SEDONA PARK APARTMENTS LLC	\$	22,000,000	REAL
SHIV INC	\$	3,300,000	REAL
SIKKA INVESTMENTS 2 LLC	\$	1,344,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,096,820	REAL
SPANISH HAVEN REDEVELOPMENT	\$	6,664,970	REAL
SPRINT UNITED MGMT CO	\$	17,000,000	REAL
SUN HOLDINGS INC	\$	126,730	PERSONAL
SUN HOLDINGS INC	\$	135,060	PERSONAL
SUN HOLDINGS INC	\$	192,500	PERSONAL
SUN HOLDINGS INC	\$	123,570	PERSONAL
SUN LIFE INSURANCE CO OF CANADA	\$	35,000,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	2,360,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	4,000,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	3,300,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	3,097,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	4,300,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	5,500,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,950,000	REAL

SUPREME BRIGHT DALLAS II LLC	\$	1,100,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,600,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	7,550,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	5,220,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	220,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,696,210	REAL
TAH 2017 1 BORROWER LLC	\$	184,880	REAL
TAH HOLDING LP	\$	185,970	REAL
TAH HOLDING LP	\$	202,680	REAL
TAH HOLDING LP	\$	198,760	REAL
TAH HOLDING LP	\$	185,070	REAL
TAH HOLDING LP	\$	162,310	REAL
TCI 600 LAS COLINAS INC	\$	83,285,000	REAL
TEXAS FOUR PPTIES LLC	\$	15,900,000	REAL
TEXAS SFI PATNERSHIP 37 LTD	\$	34,000,000	REAL
TMIF II BRIDGEPOT LP	\$	24,000,000	REAL
TP APARTMENTS LLC	\$	4,272,410	REAL
TP APARTMENTS LLC	\$	1,627,590	REAL
TR ATRIUM LP	\$	14,215,000	REAL
TR ATRIUM LP	\$	7,215,000	REAL
TRINITY POE LLC	\$	37,500,000	REAL
TRT DEVELOPMENT COMPANY	\$	800,000	REAL
TRT DEVELOPMENT COMPANY	\$	39,000,000	REAL
UNITED RENTALS AS LESSEE	\$	4,903,040	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	22,000,000	REAL
VAT CROSSROADS LLC	\$	14,000,000	REAL
WALGREEN CO	\$	2,249,000	REAL
WALGREEN CO	\$	2,305,420	REAL
WALGREEN CO	\$	1,349,650	REAL
WALMART REAL ESTATE	\$	10,596,130	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,500,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	15,750,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	13,750,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,500,000	REAL
WESTDALE LAKERIDGE	\$	14,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	12,800,000	REAL
WESTDALE WOODMEADE LTD	\$	21,000,000	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL

WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WOODCHASE & CLARENDON	\$	13,950,000	REAL
WOODCHASE & CLARENDON	\$	5,550,000	REAL
WOODLAND RIDGE POE LLC	\$	10,883,330	REAL
WOODLAND RIDGE POE LLC	\$	21,766,670	REAL
WOODSIDE VILLAS IRVING LLC	\$	12,250,000	REAL

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TOTAL 2,674,281,150

2020 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 7,400,000	\$ 7,100,000	REAL
2325 STEMMONS HOTEL PARTNERS LLC	\$ 8,900,000	\$ 8,800,000	REAL
ACRON ARG LAKE CAROLYN	\$ 52,929,170	\$ 48,000,000	REAL
AGAS VENTURES LLC	\$ 152,000	\$ 125,600	REAL
AGAS VENTURES LLC	\$ 160,000	\$ 103,230	REAL
AGAS VENTURES LLC	\$ 140,490	\$ 107,310	REAL
AGAS VENTURES LLC	\$ 149,000	\$ 122,730	REAL
AGAS VENTURES LLC	\$ 146,000	\$ 117,380	REAL
AGAS VENTURES LLC	\$ 124,000	\$ 110,340	REAL
AGAS VENTURES LLC	\$ 130,000	\$ 115,090	REAL
AGAS VENTURES LLC	\$ 139,290	\$ 136,660	REAL
AGAS VENTURES LLC	\$ 127,070	\$ 123,770	REAL
AGAS VENTURES LLC	\$ 175,050	\$ 160,730	REAL
AGAS VENTURES LLC	\$ 194,500	\$ 154,710	REAL
AGAS VENTURES LLC	\$ 169,000	\$ 135,490	REAL
AGAS VENTURES LLC	\$ 180,000	\$ 165,000	REAL
AGAS VENTURES LLC	\$ 156,000	\$ 131,110	REAL
AGAS VENTURES LLC	\$ 140,000	\$ 116,390	REAL
AGAS VENTURES LLC	\$ 161,000	\$ 144,630	REAL
AGAS VENTURES LLC	\$ 175,000	\$ 138,170	REAL
AGAS VENTURES LLC	\$ 100,000	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,100,000	\$ 7,300,000	REAL
ALC APARTMENTS LLC	\$ 50,000,000	\$ 47,309,010	REAL
AMERISOUTH XXX LTD	\$ 9,120,000	\$ 9,120,000	REAL
ASHER PARK IRVING LP	\$ 19,600,000	\$ 18,250,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 7,094,030	\$ 6,850,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 8,190,000	\$ 8,190,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 767,000	\$ 767,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,318,000	\$ 3,318,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 1,573,820	\$ 1,500,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 4,176,180	\$ 4,000,000	REAL
BROWN COLINAS POINTE LLC	\$ 14,100,000	\$ 12,975,000	REAL
CANAL CENTRE INVESTORS LLC	\$ 34,585,000	\$ 33,500,000	REAL
CENTRALAND GROUP LTD	\$ 4,186,480	\$ 3,775,000	REAL
CHATHEAU AT WILDBRIAR LP	\$ 12,150,000	\$ 11,100,000	REAL
CO PROPERTIES LLC	\$ 150,270	\$ 87,330	REAL
CO PROPERTIES LLC	\$ 117,660	\$ 103,130	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
COLINAS RANCH APARTMENTS LLC	\$ 10,471,820	\$ 9,924,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$ 7,665,000	\$ 6,950,000	REAL
CREEKWOOD APTS LLC	\$ 18,300,000	\$ 17,050,000	REAL

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CRESTVIEW STONEHILL LLC	\$	17,274,590	\$	15,800,000	REAL
CVS AS LESSEE	\$	1,958,840	\$	1,700,000	REAL
CVS AS LESSEE	\$	2,006,410	\$	1,750,000	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,750,000	\$	1,372,550	REAL
DALLAS FT WORTH PARTNERS LLC	\$	3,125,000	\$	2,450,990	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,500,000	\$	1,176,460	REAL
DK CREST OWNER LLC	\$	62,000,000	\$	56,000,000	REAL
EBEX IRVING APARTMENTS LLC	\$	9,600,000	\$	9,000,000	REAL
GEP SILVERTON LLC	\$	21,115,000	\$	19,400,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	\$	4,763,680	REAL
IMC RETAIL LLC	\$	21,500,000	\$	21,500,000	REAL
IMC RETAIL LLC	\$	577,520	\$	577,520	REAL
IRVING 4600 WEST PIONEER	\$	32,750,000	\$	29,725,000	REAL
ISA HOSPITALITY INC	\$	2,674,280	\$	2,500,000	REAL
JAY A KANTER	\$	2,639,210	\$	2,639,210	REAL
JB DALLAS LLC	\$	2,250,000	\$	2,169,320	REAL
JTCH APARTMENTS LLC	\$	2,298,290	\$	2,164,050	REAL
JTCH APARTMENTS LLC	\$	3,351,710	\$	3,184,120	REAL
K GARAGE CO LTD	\$	5,500,000	\$	5,200,000	REAL
KAMEYAMA KEISHI	\$	13,500,000	\$	13,500,000	REAL
KLOPRO BELT LLC	\$	1,700,000	\$	1,550,000	REAL
KORE 125 JOHN CARPENTER LLC	\$	68,800,000	\$	66,800,000	REAL
LBH LAS COLINAS PLAZA LLC	\$	25,500,000	\$	21,000,000	REAL
LOWEN RAIFORD LP	\$	9,100,000	\$	9,100,000	REAL
M&D IRVING LLC	\$	6,650,000	\$	6,000,000	REAL
MAA ALLOY LLC	\$	46,000,000	\$	43,550,000	REAL
MAA TANC LLC	\$	37,100,000	\$	36,000,000	REAL
MAAHIYAA HOTEL LLC	\$	4,370,760	\$	3,809,320	REAL
MACARTHUR PLACE APARTMENTS LP	\$	13,384,610	\$	12,692,300	REAL
MACARTHUR PLACE APARTMENTS LP	\$	15,615,390	\$	14,807,700	REAL
MACY'S RETAIL HOLDINGS INC	\$	2,822,470	\$	2,537,660	PERSONAL
MALL GROUND PORTFOLIO LLC	\$	45,000,000	\$	42,596,580	REAL
MALL GROUND PORTFOLIO LLC	\$	1,729,780	\$	1,729,780	REAL
MALL GROUND PORTFOLIO LLC	\$	4,807,030	\$	4,807,030	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	\$	1,301,420	REAL
MARABELLA APARTMENTS LP	\$	24,559,040	\$	22,433,740	REAL
MARABELLA APARTMENTS LP	\$	27,440,960	\$	25,066,260	REAL
MPG TEXAS 1 LLC	\$	8,500,000	\$	7,750,000	REAL
NORTHSHORE EAST LLC	\$	13,608,140	\$	12,247,330	REAL
OMNINET FOXBOROUGH LP	\$	22,400,000	\$	20,302,220	REAL
OMNINET FOXBOROUGH LP	\$	9,100,000	\$	8,247,780	REAL
PATEL MADAN &	\$	983,680	\$	940,000	REAL
POLO SANTIAGO	\$	3,890,000	\$	3,505,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	77,200,000	\$	72,300,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	52,365,000	\$	48,600,000	REAL
PURPLE GALAXY REAL ESTATE LLC	\$	2,360,000	\$	2,130,000	REAL
RACETRAC PETROLEUM INC	\$	420,900	\$	352,400	PERSONAL
ROCHELLE PLACE L P	\$	7,467,600	\$	6,775,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	8,250,000	\$	7,425,000	REAL

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SAIBABA DFW LODGING LLC	\$	4,543,000	\$	4,210,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	10,800,000	\$	10,250,000	REAL
SPARTRA LLC	\$	6,130,000	\$	5,450,000	REAL
TARGET CORP	\$	3,374,500	\$	2,868,330	PERSONAL
VALLEY VIEW OWNER LLC	\$	16,047,720	\$	14,500,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	16,000,000	\$	14,500,000	REAL
WATER STREET OCONNOR LP	\$	77,250,000	\$	75,250,000	REAL
WESTGATE MULTIFAMILY LLC	\$	21,111,110	\$	19,166,670	REAL
WESTGATE MULTIFAMILY LLC	\$	9,170,140	\$	8,325,520	REAL
WESTGATE MULTIFAMILY LLC	\$	3,694,440	\$	3,354,160	REAL
WESTGATE MULTIFAMILY LLC	\$	4,024,310	\$	3,653,650	REAL
WINGREN VILLAGE LP	\$	9,303,430	\$	9,303,430	REAL
WOODWIND LAND LLC	\$	400,000	\$	400,000	REAL
WOODWIND LAND LLC	\$	5,310,000	\$	5,100,000	REAL
WWC XLV LP	\$	56,000,000	\$	50,500,000	REAL
TOTAL	\$	1,284,368,710	\$	1,198,404,750	

2019 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
2929 PARK GROVE VNTRE LTD	\$ 10,008,250	REAL
2929 PARK GROVE VNTRE LTD	\$ 691,750	REAL
NORTHGATE CAPRI LLC &	\$ 14,893,690	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$ 51,505,760	REAL
RANDALLS FOOD DRUG & LP	\$ 4,025,000	REAL
SPRINT UNITED MGMT CO	\$ 17,000,000	REAL
STEEL MACHINERY MANUFACTURING CO LLC	\$ 5,984,340	PERSONAL
URBAN TOWNE LAKE APARTMENTS LP	\$ 17,809,240	REAL
TOTAL	121,918,030	

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2019 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 8,400,000	\$ 7,100,000	REAL
1927 BELTLINE CP LTD	\$ 2,950,000	\$ 2,700,000	REAL
1927 BELTLINE CP LTD	\$ 1,920,000	\$ 1,700,000	REAL
1927 BELTLINE CP LTD	\$ 700,000	\$ 600,000	REAL
1927 BELTLINE CP LTD	\$ 7,600,000	\$ 6,350,000	REAL
1927 BELTLINE CP LTD	\$ 12,200,000	\$ 11,500,000	REAL
250 290 B&C LLC	\$ 34,315,000	\$ 31,000,000	REAL
250 290 B&C LLC	\$ 17,080,000	\$ 15,400,000	REAL
250 290 B&C LLC	\$ 18,835,000	\$ 17,000,000	REAL
555 WEST AIRPORT FWY LLC	\$ 5,093,280	\$ 4,450,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	\$ 1,040,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INV	\$ 47,350,000	\$ 46,000,000	REAL
1814 ESTRADA LP	\$ 16,300,000	\$ 15,450,000	REAL
4409 MONTROSE LTD	\$ 18,480,000	\$ 17,500,000	REAL
ABS HOSPITALITY GROUP LLC	\$ 1,275,000	\$ 1,275,000	REAL
AGAS VENTURES LLC	\$ 180,000	\$ 154,710	REAL
AGAS VENTURES LLC	\$ 135,410	\$ 116,390	REAL
AGAS VENTURES LLC	\$ 159,000	\$ 136,660	REAL
AGAS VENTURES LLC	\$ 144,000	\$ 123,770	REAL
AGAS VENTURES LLC	\$ 187,000	\$ 160,730	REAL
AGAS VENTURES LLC	\$ 119,400	\$ 102,600	REAL
AGAS VENTURES LLC	\$ 168,420	\$ 144,630	REAL
AGAS VENTURES LLC	\$ 160,750	\$ 138,170	REAL
AGAS VENTURES LLC	\$ 157,630	\$ 135,490	REAL
AGAS VENTURES LLC	\$ 146,130	\$ 125,600	REAL
AGAS VENTURES LLC	\$ 124,860	\$ 107,310	REAL
AGAS VENTURES LLC	\$ 143,000	\$ 122,730	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,271,580	\$ 57,408,870	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,851,220	\$ 8,160,040	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 104,567,910	\$ 96,402,330	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 61,859,290	\$ 57,028,760	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 10,000,000	\$ 9,300,000	REAL
ALC APARTMENTS LLC	\$ 46,000,000	\$ 44,500,000	REAL
ALDI	\$ 767,120	\$ 652,050	PERSONAL
ALDI	\$ 415,870	\$ 353,490	PERSONAL
AMERICAN HOMES 4 RENT	\$ 225,070	\$ 203,250	REAL
ANGEL HOSPITALITY VIII LLC	\$ 5,367,260	\$ 5,220,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,083,600	\$ 1,083,600	REAL
ARC RENTAL MSR I LLC	\$ 164,450	\$ 164,450	REAL
AREA/EY WFT LLC	\$ 9,650,000	\$ 8,600,000	REAL
B & B TECHNICAL SERVICES	\$ 835,000	\$ 775,000	REAL
BEL AIRE AT LAS COLINAS LL LLC	\$ 39,950,000	\$ 38,630,000	REAL

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BELTLINE VILLAGE PARTNERS	\$	7,200,000	\$	6,850,000	REAL
BETTER INC	\$	2,265,000	\$	2,000,000	REAL
BHP INVESTMENTS CO	\$	3,200,000	\$	2,950,000	REAL
BLVD AL LP THE	\$	1,395,000	\$	1,307,980	REAL
BP AEROSPACE LLC	\$	6,037,170	\$	1,542,240	PERSONAL
BRE LAS COLINAS LLC	\$	8,000,000	\$	8,000,000	REAL
BRE LAS COLINAS LLC	\$	91,629,260	\$	71,629,260	REAL
BRE LAS COLINAS LLC	\$	370,740	\$	370,740	REAL
BREIT INDUSTRIAL HS TX	\$	8,172,780	\$	6,150,000	REAL
BREIT INDUSTRIAL HS TX	\$	115,390	\$	115,390	REAL
BRIARWOOD UNIV HILLS LP	\$	5,121,500	\$	4,685,000	REAL
BROWN COLINAS POINTE LLC	\$	12,000,000	\$	11,260,300	REAL
BUDHWANI & VIRANI INC	\$	3,023,360	\$	2,550,000	REAL
CEDAR CREST OF IRVING LLC	\$	3,500,000	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	3,841,690	\$	3,500,000	REAL
CENTURY 2209 LLC	\$	780,000	\$	780,000	REAL
CERBERUS SFR HOLDINGS II LP	\$	169,970	\$	167,700	REAL
CFT NV DEVELOPMENTS LLC	\$	945,000	\$	850,000	REAL
CHARTER COMMUNICATIONS TIME WARNER	\$	1,142,580	\$	988,330	PERSONAL
CHARTER COMMUNICATIONS TIME WARNER	\$	388,910	\$	336,410	PERSONAL
CHATHEAU AT WILDBRIAR LP	\$	9,200,000	\$	8,300,000	REAL
CHEDDARS CASUAL CAFÉ	\$	1,537,450	\$	1,260,410	PERSONAL
CHEDDARS CASUAL CAFÉ	\$	264,360	\$	216,480	PERSONAL
CHICK FIL A INC	\$	950,000	\$	855,000	REAL
CHIPOTLE MEXICAN GRILL	\$	675,000	\$	600,000	REAL
CLAY COOLEY REAL ESTATE	\$	4,336,180	\$	3,648,200	REAL
CLAY COOLEY REAL ESTATE	\$	8,473,470	\$	6,510,000	REAL
CLAY COOLEY REAL ESTATE	\$	9,214,060	\$	6,742,000	REAL
CNC SWAGAT NINE LTD	\$	8,728,870	\$	8,563,000	REAL
CNC SWAGAT NINE LTD	\$	4,421,120	\$	4,337,000	REAL
CNLRS BEP LP	\$	1,650,000	\$	1,509,500	REAL
CO-PROPERTIES LLC	\$	83,970	\$	83,970	REAL
COLUMBIA HCA	\$	769,580	\$	609,640	PERSONAL
COLUMBIA PROPERTIES DALLAS	\$	37,291,700	\$	33,600,000	REAL
CONNS APPLIANCES INC	\$	14,920	\$	8,130	PERSONAL
CP 511 BUILDING LLC	\$	19,450,000	\$	18,500,000	REAL
CPLG TX PROPERTIES	\$	8,606,780	\$	8,400,000	REAL
CRESTVIEW STONEHILL LLC	\$	10,800,000	\$	10,000,000	REAL
CROSS COURT REALTY LLC	\$	936,000	\$	864,000	REAL
CROWN ENTERPRISES INC	\$	2,381,940	\$	2,381,940	REAL
CROWN ENTERPRISES INC	\$	3,022,730	\$	3,022,730	REAL
CTCRV LLC &	\$	11,334,410	\$	11,334,410	REAL
CVS	\$	1,942,000	\$	1,750,000	REAL
CVS	\$	1,865,560	\$	1,750,000	REAL
CVS	\$	1,910,870	\$	1,700,000	REAL
D L PETERSON TRUST I	\$	4,702,220	\$	4,179,970	PERSONAL
DAL 2 SF LLC	\$	149,740	\$	136,080	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,244,870	\$	1,086,910	REAL
DALLAS FT WORTH PARTNERS LLC	\$	2,571,290	\$	2,245,020	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,452,350	\$	1,268,070	REAL

DALLAS METRO APARTMENTS LLC	\$	2,175,000	\$	2,000,000	REAL
DEALERS ELECTRICAL	\$	430,000	\$	400,000	REAL
DEVA CORPORTATION	\$	4,500,000	\$	4,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	\$	6,143,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	\$	9,600,000	REAL
DOLGENCORP TEX INC	\$	2,000,000	\$	2,000,000	REAL
DOLGENCORP TEX INC	\$	1,042,520	\$	1,042,520	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	11,849,530	\$	10,674,530	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	1,448,050	\$	1,448,050	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	102,420	\$	102,420	REAL
EL PRIMERO EXPRESS LP	\$	4,700,000	\$	4,700,000	REAL
ELEMENT FLEET CORPORATION	\$	825,740	\$	699,840	PERSONAL
ESD DFW SOUTH 2011 LP	\$	23,367,130	\$	21,443,000	REAL
FEDEX GROUND PACKAGE SYSTEM INC	\$	20,908,520	\$	16,517,700	PERSONAL
FISCHER ROBERT W	\$	246,470	\$	246,470	REAL
FISCHER ROBERT W	\$	250,470	\$	246,470	REAL
FISCHER ROBERT W	\$	272,090	\$	246,470	REAL
FISCHER ROBERT W	\$	275,240	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FOUNTAIN VALLEY COMMERCE	\$	8,275,470	\$	7,700,000	REAL
FPG THE POINT LP	\$	50,760,000	\$	49,000,000	REAL
FRIES RESTAURANT MANAGEMENT LLC	\$	141,650	\$	104,030	PERSONAL
FYR SFR BORROWER LLC	\$	194,310	\$	178,500	REAL
GELCO FLEET TRUST	\$	4,834,890	\$	4,322,520	PERSONAL
GLEN ARBOR MULTIFAMILY LLC	\$	17,777,780	\$	16,388,890	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	7,722,220	\$	7,118,920	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,388,890	\$	3,124,130	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,111,110	\$	2,868,060	REAL
GROUP 1 REALTY INC	\$	3,118,030	\$	3,000,000	REAL
GRUSIN MARTIN A TRUSTEE	\$	865,000	\$	825,000	REAL
HCD DALLAS CORPORATION	\$	42,700,000	\$	39,000,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCRE LAS COLINAS LLC	\$	8,900,000	\$	8,000,000	REAL
HKRK MGMT INC	\$	2,275,000	\$	2,100,000	REAL
INTERGERMAN SUMMER GATE LP	\$	9,750,000	\$	9,200,000	REAL
IRVING LODGING LLC	\$	6,350,000	\$	5,720,000	REAL
IRVING MOB III LP & IRVING HOSPITAL	\$	11,189,570	\$	11,189,570	REAL
ISA HOSPITALITY INC	\$	2,790,000	\$	2,600,000	REAL
JAMBROS PARTNERS LTD	\$	4,449,510	\$	4,000,000	REAL
K GARAGE CO LTD	\$	5,050,000	\$	4,875,000	REAL
KAMEYAMA KEISHI	\$	12,000,000	\$	12,000,000	REAL
KBS SOR 125 JOHN CARPENTER LLC	\$	67,700,000	\$	66,000,000	REAL
KENSINGTON APARTMENTS LLC	\$	15,600,000	\$	15,600,000	REAL
KEVLIN JAMES M & ALEJANDRA	\$	472,160	\$	435,000	REAL
KHOSROW SADEGHIAN ON BEHALF OF AS PRI	\$	126,150	\$	71,500	REAL
KROGER CO AND KROGER TEXAS LP	\$	3,800,000	\$	3,800,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	1,400,000	\$	1,400,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	939,090	\$	920,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	10,600,000	\$	10,400,000	REAL

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KROGER CO AND KROGER TEXAS LP	\$	1,622,000	\$	1,622,000	REAL
KROGER TEXAS LP AS LESSEE	\$	758,210	\$	758,210	REAL
LAKE WORTH HOTEL CORP	\$	5,100,000	\$	4,600,000	REAL
LAS COLINAS AAA INVESTMENT LLC	\$	2,906,020	\$	2,676,840	REAL
LAS COLINAS I HOLDCO LP	\$	77,500,000	\$	74,761,410	REAL
LAS COLINAS II HOLDCO LP	\$	44,000,000	\$	41,637,320	REAL
LBH LAS COLINAS PLAZA LLC	\$	28,000,000	\$	25,500,000	REAL
LINCOLN LAG TWO LTD	\$	1,939,710	\$	1,900,000	REAL
LOOP HOTEL INC	\$	468,000	\$	325,000	REAL
LOWEN RAIFORD LP	\$	10,600,000	\$	9,100,000	REAL
MAA ALLOY LLC	\$	42,150,000	\$	41,800,000	REAL
MAA TANC LLC	\$	34,840,000	\$	34,280,000	REAL
MAAHIYAA HOTEL LLC	\$	6,479,150	\$	4,370,760	REAL
MACARTHUR PLACE APARTMENTS LP	\$	8,608,060	\$	8,608,060	REAL
MACYS RETAIL HOLDINGS INC	\$	3,668,390	\$	3,185,780	PERSONAL
MALL AT IRVING LLC	\$	44,968,330	\$	42,596,580	REAL
MALL AT IRVING LLC	\$	1,729,780	\$	1,729,780	REAL
MALL AT IRVING LLC	\$	4,807,030	\$	4,807,030	REAL
MALL AT IRVING LLC	\$	193,440	\$	193,440	REAL
MALL AT IRVING LLC	\$	1,301,420	\$	1,301,420	REAL
MASTEC INC	\$	9,249,060	\$	9,044,450	PERSONAL
MATTRESS FIRM INC	\$	47,610	\$	34,710	PERSONAL
MCADOO BRUCE	\$	1,014,770	\$	500,000	REAL
MERCHANTS AUTOMOTIVE GROUP INC	\$	1,554,200	\$	1,401,240	PERSONAL
MFO PPTIES LTD	\$	1,613,000	\$	1,613,000	REAL
MO DANY REVOCABLE TRUST	\$	1,750,000	\$	1,699,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	19,500,000	\$	18,000,000	REAL
OLD SHEPARD PLACE LTD	\$	1,163,380	\$	1,125,000	REAL
OMNINET FOXBOROUGH LP	\$	6,644,440	\$	6,557,770	REAL
OMNINET FOXBOROUGH LP	\$	16,355,560	\$	16,142,230	REAL
OREILY AUTO ENTERPRISES LLC	\$	750,000	\$	700,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	520,000	\$	504,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	1,416,100	\$	1,100,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	968,140	\$	880,000	REAL
OVERLOOK COLINAS LLC	\$	10,010,000	\$	9,000,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,700,000	\$	22,451,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	\$	35,000,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	60,847,000	\$	55,952,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	4,048,000	\$	4,048,000	REAL
PATEL BALVANTBHAI & ANJANKUMARI	\$	1,061,460	\$	950,000	REAL
PATEL DHAVAL	\$	1,069,610	\$	1,069,610	REAL
PBH VALLEY CREEK LLC	\$	26,800,000	\$	24,416,000	REAL
PBH VALLEY RIDGE LLC	\$	29,750,000	\$	26,588,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	9,801,860	\$	9,801,860	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	152,233,140	\$	125,698,140	REAL
PL LASCO OWNER LLC	\$	63,000,000	\$	61,250,000	REAL
POST MONTORO LLC	\$	19,000,000	\$	18,000,000	REAL
POTTER REALTY LTD	\$	4,600,000	\$	4,400,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	70,300,000	\$	69,630,200	REAL
PRIME US TOWER AT LAKE CAROLYN	\$	57,560,000	\$	56,508,000	REAL

RACETRAC PETROLEUM INC	\$	433,620	\$	346,900	PERSONAL
RACETRAC PETROLEUM INC	\$	1,788,690	\$	1,788,690	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	457,820	\$	457,820	REAL
RACETRACK PETROLEUM	\$	563,900	\$	318,000	PERSONAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RFI WESTWOOD VILLAGE LLC	\$	21,000,000	\$	19,400,000	REAL
ROCHELLE PLACE L P	\$	5,597,870	\$	5,376,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	6,480,000	\$	5,900,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,000,000	\$	53,500,000	REAL
SAIBABA DFW LODGING LLC	\$	4,885,120	\$	3,990,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,846,700	\$	7,065,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,238,810	\$	3,989,110	REAL
SEDONA PARK APARTMENTS LLC	\$	17,800,000	\$	17,800,000	REAL
SFR JV1 PROPERTY LLC	\$	226,370	\$	215,200	REAL
SHURGARD OF TEX LTD PS	\$	3,732,590	\$	3,400,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,125,000	\$	1,840,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	15,817,480	\$	13,500,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	5,279,020	\$	4,900,000	REAL
SPARTRA LLC	\$	4,500,000	\$	4,100,000	REAL
SRP SUB LLC	\$	214,840	\$	196,500	REAL
SRP SUB LLC	\$	231,280	\$	217,800	REAL
SRP SUB LLC	\$	202,520	\$	174,470	REAL
SRP SUB LLC	\$	354,990	\$	347,680	REAL
SUN HOLDINGS INC	\$	122,440	\$	103,480	PERSONAL
SUN HOLDINGS INC	\$	186,340	\$	103,990	PERSONAL
SUN HOLDINGS INC	\$	117,900	\$	96,530	PERSONAL
SURESHCHANDRA PATEL N &	\$	491,820	\$	491,820	REAL
TACO BUENO RESTAURANTS INC	\$	71,150	\$	71,150	PERSONAL
TACO BUENO RESTAURANTS INC	\$	75,170	\$	71,180	PERSONAL
TAH HOLDING LP	\$	151,780	\$	136,450	REAL
TAH HOLDING LP	\$	197,850	\$	187,740	REAL
TAH HOLDING LP	\$	193,990	\$	185,070	REAL
TAH HOLDING LP	\$	171,510	\$	167,000	REAL
TCI 600 LAS COLINAS INC	\$	74,100,000	\$	69,000,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TOYOTA OF IRVING LTD	\$	11,177,520	\$	9,000,000	REAL
TR ATRIUM LP	\$	7,240,000	\$	6,829,000	REAL
TR ATRIUM LP	\$	14,400,000	\$	13,800,000	REAL
TRINITY POE LLC	\$	31,750,000	\$	31,150,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	164,420	\$	153,540	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	16,900,000	PERSONAL
VALLEY VIEW OWNER LLC	\$	14,742,000	\$	13,250,000	REAL
WALMART STORES INC	\$	10,900,000	\$	10,352,330	REAL
WALTRUST PROPERTIES INC	\$	1,330,370	\$	1,285,380	REAL
WALTRUST PROPERTIES INC	\$	2,272,490	\$	2,195,640	REAL
WALTRUST PROPERTIES INC	\$	2,216,870	\$	2,141,900	REAL
WATER STREET OCONNOR LP	\$	78,000,000	\$	72,000,000	REAL

WESTDALE BROOKSTONE/TERRACE LP	\$	11,850,000	\$	10,700,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,600,000	\$	13,500,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,200,000	\$	12,800,000	REAL
WESTDALE LAKERIDGE	\$	12,000,000	\$	11,500,000	REAL
WESTDALE POLARIS PARTNERS	\$	3,844,210	\$	3,675,000	REAL
WESTDALE POLARIS PARTNERS	\$	10,385,000	\$	9,420,000	REAL
WESTDALE WOODMEADE LTD	\$	19,225,000	\$	18,000,000	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,380	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WOODCHASE & CLARENDON	\$	4,440,000	\$	4,203,200	REAL
WOODCHASE & CLARENDON	\$	10,560,000	\$	9,996,800	REAL
WOODLAND RIDGE POE LLC	\$	19,833,330	\$	18,000,000	REAL
WOODLAND RIDGE POE LLC	\$	9,916,670	\$	8,700,000	REAL
TOTAL	\$	2,846,034,980	\$	2,613,584,560	

2018 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
2929 PARK GROVE VNTRE LTD	\$ 8,344,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 585,000	REAL
AVIS BUDGET CAR RENTAL LLC	\$ 366,940	PERSONAL
AVIS BUDGET CAR RENTAL LLC	\$ 1,843,000	PERSONAL
TOTAL	\$ 11,138,940	

2018 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1927 BELTLINE CP LTS	\$ 12,400,000	\$ 11,500,000	REAL
1927 BELTLINE CP LTS	\$ 2,750,090	\$ 2,538,060	REAL
1927 BELTLINE CP LTS	\$ 1,900,000	\$ 1,600,000	REAL
1927 BELTLINE CP LTS	\$ 700,000	\$ 505,850	REAL
1927 BELTLINE CP LTS	\$ 7,549,910	\$ 6,103,840	REAL
250/290 B&C LLC	\$ 30,275,000	\$ 29,160,000	REAL
250/290 B&C LLC	\$ 15,000,000	\$ 14,250,000	REAL
250/290 B&C LLC	\$ 16,900,000	\$ 16,000,000	REAL
300 320 DECKER LLC	\$ 8,785,000	\$ 7,500,000	REAL
3MIND ESTRADA OAKS LLC ET AL	\$ 12,811,000	\$ 12,811,000	REAL
4409 MONTROSE LTD	\$ 19,360,000	\$ 17,500,000	REAL
4525 TOWNE LAKE VILLAGE LL LLC	\$ 14,800,000	\$ 14,800,000	REAL
89 H A S HOTEL CORP	\$ 1,040,000	\$ 1,023,320	REAL
ABS HOSPITALITY GROUP LLC	\$ 1,320,000	\$ 1,275,000	REAL
AGAVE AT WILLOW CREEK LLC	\$ 4,120,100	\$ 3,600,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 101,316,950	\$ 93,916,460	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 53,643,230	\$ 52,646,370	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 10,981,500	\$ 8,732,140	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 59,843,320	\$ 54,405,030	REAL *
ALDI TEXAS LLC	\$ 637,360	\$ 573,620	PERSONAL
ALDI TEXAS LLC	\$ 440,300	\$ 396,270	PERSONAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 186,980	\$ 186,980	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 194,870	\$ 194,870	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 194,870	\$ 194,870	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 207,010	\$ 207,010	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 186,980	\$ 186,980	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 170,550	\$ 170,550	REAL
ARC RENTAL MSR I LLC	\$ 120,620	\$ 108,560	REAL
ARC RENTAL MSR I LLC	\$ 169,030	\$ 169,030	REAL
AREA/EY WFT LLC	\$ 9,525,000	\$ 8,700,000	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 2,202,820	\$ 1,969,260	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 749,900	\$ 670,390	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 2,249,700	\$ 2,011,170	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 3,187,070	\$ 2,849,180	REAL
B & B TECHNICAL SERVICES	\$ 938,360	\$ 890,000	REAL
BEL AIR AT LAS COLINAS LL LLC	\$ 37,670,000	\$ 36,528,350	REAL
BELTLINE LLC	\$ 1,163,380	\$ 1,105,000	REAL
BETTER INC	\$ 2,120,000	\$ 2,000,000	REAL
BROWN COLINAS POINTE LLC	\$ 11,100,000	\$ 10,500,000	REAL

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BURLINGTON COAT FACTORY	\$	1,015,960	\$	914,360	PERSONAL	
CERBERUS SFR HOLDINGS LP	\$	216,160	\$	208,320	REAL	
CERBERUS SFR HOLDINGS LP	\$	219,550	\$	197,600	REAL	
CFT NV DEVELOPMENTS LLC	\$	1,050,000	\$	950,000	REAL	
CHARLES G SLOCUM TR THE	\$	409,570	\$	395,000	REAL	
CHATHEAU WILDBRIAR LP	\$	8,950,000	\$	8,055,000	REAL	
CHICK FIL A INC	\$	950,000	\$	950,000	REAL	
CHIPOTLE MEXICAN GRILL	\$	630,000	\$	550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	13,018,090	\$	11,550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	5,182,600	\$	4,700,000	REAL	
CNC SWAGAT FIVE LP	\$	8,284,660	\$	8,284,660	REAL	
CNC SWAGAT FIVE LP	\$	4,196,130	\$	4,196,130	REAL	
CNL RETIREMENT MOP 1110	\$	9,245,000	\$	3,855,000	REAL	
COLUMBIA PROPERTIES	\$	33,284,010	\$	30,000,000	REAL	*
CONNIS APPLIANCES INC	\$	14,920	\$	9,880	PERSONAL	
CP 511 BUILDING LLC	\$	18,750,000	\$	17,000,000	REAL	*
CPLG TX PROPERTIES LLC	\$	9,141,110	\$	8,900,000	REAL	
CREEKWOOD APTS LLC	\$	13,500,000	\$	13,500,000	REAL	81
CRLP LOS COLINAS BLVD LLC	\$	44,797,000	\$	40,500,000	REAL	*
CROSS COURT REALTY LLC	\$	864,000	\$	864,000	REAL	
CSH 2016 2 BORROWER LLC	\$	213,740	\$	207,800	REAL	
CSH 2016 2 BORROWER LLC	\$	313,740	\$	310,150	REAL	
CSMA FT LLC	\$	143,890	\$	139,990	REAL	
CSMA FT LLC	\$	208,790	\$	187,910	REAL	
CTCRV LLC &	\$	11,224,000	\$	11,224,000	REAL	
CVS AS LESSEE	\$	1,876,370	\$	1,876,370	REAL	
CVS AS LESSEE	\$	2,126,680	\$	2,126,680	REAL	
CWW WEST WIND APARTMENTS	\$	7,250,000	\$	6,550,000	REAL	
DALLAS AIRMOTIVE INC	\$	38,080,700	\$	38,080,700	PERSONAL	
DALLAS METRO APARTMENTS LLC	\$	2,100,000	\$	1,800,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	310,140	\$	310,140	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	11,816,770	\$	11,100,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	9,464,140	\$	9,309,860	REAL	
DAVID D NIX DDS PA	\$	401,000	\$	401,000	PERSONAL	
DAVITA RX LLC AS LESSEE ET AL	\$	2,150,000	\$	2,000,000	REAL	
DEMASIADO LLC	\$	2,508,000	\$	2,260,000	REAL	
DEVA CORPORATION	\$	4,320,000	\$	4,300,000	REAL	
DFW AIRPORT HOSPITALITY	\$	6,450,000	\$	6,450,000	REAL	
DFW JOSEPH INVESTMENTS LLC	\$	8,832,000	\$	7,950,000	REAL	
DFW TOWER VILLAGE LP	\$	11,581,650	\$	7,887,280	REAL	
DFW TOWER VILLAGE LP	\$	7,893,230	\$	6,362,720	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	11,449,530	\$	10,674,530	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	1,448,050	\$	1,448,050	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	102,420	\$	102,420	REAL	
EL PASO CHELSEA LTD	\$	475,730	\$	399,000	REAL	
ESD DFW SOUTH 2011 LP	\$	24,500,000	\$	23,100,000	REAL	
EXTRA SPACE PROPERTIES 112 LLC	\$	4,000,000	\$	3,600,000	REAL	
EXTRA SPACE PROPERTIES 112 LLC	\$	1,968,750	\$	1,850,000	REAL	

FAIRFIELD LAS BRISAS I LLC	\$	248,430	\$	248,430	REAL	*
FAIRFIELD LAS BRISAS I LLC	\$	23,751,570	\$	22,401,570	REAL	
FEDEX GROUND PACKAGE SYSTEMS INC	\$	21,844,270	\$	17,832,980	PERSONAL	
FELCOR LODGING TRUST	\$	2,470,430	\$	645,970	PERSONAL	
FIREBRAND PROPERTIES LP	\$	1,030,000	\$	950,000	REAL	
FOLDBERG JOHN D &	\$	1,300,000	\$	1,170,000	REAL	
FOREST LANE REALTY LP	\$	1,948,860	\$	1,900,000	REAL	
FPG THE POINT LP	\$	48,085,000	\$	47,000,000	REAL	
FRBH EAGLECREST LLC	\$	13,585,000	\$	12,187,500	REAL	
FRBH EAGLECREST LLC	\$	9,823,000	\$	8,812,500	REAL	
GMRI INC	\$	245,800	\$	233,510	PERSONAL	
GONZALES MARIA A TR	\$	810,470	\$	810,470	REAL	
GROUP 1 REALTY INC & FCA REALTY	\$	3,148,000	\$	3,000,000	REAL	
GRUSIN MARTIN A TRUSTEE	\$	825,000	\$	825,000	REAL	
HCD DALLAS CORP	\$	800,000	\$	800,000	REAL	
HCD DALLAS CORP	\$	41,200,000	\$	37,200,000	REAL	
HKRK MGMT INC	\$	2,502,870	\$	2,300,000	REAL	
HOME SFR BORROWER LLC	\$	127,220	\$	127,220	REAL	
HOME SFR BORROWER LLC	\$	108,080	\$	108,080	REAL	
HOME SFR BORROWER LLC	\$	205,860	\$	202,050	REAL	
HOME SFR BORROWER LLC	\$	119,050	\$	119,050	REAL	
HMK LTD	\$	52,000	\$	52,000	REAL	
HMK LTD	\$	37,220	\$	37,220	REAL	
HRUS DFW EAST LLC	\$	17,194,020	\$	14,500,000	REAL	
IRVING 4600 WEST PIONEER	\$	38,900,000	\$	31,000,000	REAL	
IRVING LODGING LLC	\$	4,650,000	\$	4,400,000	REAL	
ISA HOSPITALITY INC	\$	2,400,000	\$	2,187,000	REAL	
JAMBROS PARTNERS LTD	\$	4,449,510	\$	4,000,000	REAL	
K GARAGE CO LTD	\$	5,272,470	\$	4,875,000	REAL	
KAMEYAMA KEISHI	\$	12,320,000	\$	11,750,000	REAL	
KBS SOR 125 JOHN CARPENTER LLC	\$	66,235,000	\$	63,000,000	REAL	*
KBSIII TOWER AT LAKE CAROLYN LLC	\$	55,970,000	\$	54,000,000	REAL	*
KENSINGTON APARTMENTS LLC	\$	14,400,000	\$	13,700,000	REAL	
KHOSROW SADEGHIAN	\$	108,390	\$	70,450	REAL	
KUMAR SUNDIP	\$	585,090	\$	540,000	REAL	
LAKE CAROLYN PKWY LLC	\$	46,609,000	\$	43,434,000	REAL	*
LAKE WORTH HOTEL CORP	\$	5,050,000	\$	4,600,000	REAL	
LAS COLINAS AAA INVESTMENT	\$	2,686,490	\$	2,513,860	REAL	
LAS COLINAS IRVING ACQUISITION 1	\$	71,400,000	\$	70,277,550	REAL	*
LAS COLINAS IRVING ACQUISITION II	\$	40,720,000	\$	39,000,000	REAL	*
LAS COLINAS LAKE POINTE LP	\$	1,156,000	\$	1,132,100	REAL	*
LBH LAS COLINAS PLAZA LLC	\$	28,000,000	\$	28,000,000	REAL	
LEGACY REI GROUP VF LLC	\$	6,800,000	\$	6,250,000	REAL	
LOOP HOTEL INC	\$	468,000	\$	325,000	REAL	
LOWEN RAIFORD LP	\$	11,100,000	\$	10,500,000	REAL	
LOWES HOME CENTERS INC	\$	7,500,000	\$	6,160,030	REAL	
LUXMANA REI 001 LLC	\$	2,545,920	\$	2,240,000	REAL	
MAA TANC LLC	\$	34,000,000	\$	33,000,000	REAL	*

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MAAHIYAA HOTEL LLC	\$	7,395,790	\$	4,989,060	REAL	
MALL AT IRVING LLC	\$	42,250,000	\$	42,250,000	REAL	
MALL AT IRVING LLC	\$	1,729,780	\$	1,729,780	REAL	
MALL AT IRVING LLC	\$	5,153,610	\$	5,153,610	REAL	
MALL AT IRVING LLC	\$	193,440	\$	193,440	REAL	
MALL AT IRVING LLC	\$	1,301,420	\$	1,301,420	REAL	
MATTRESS FIRM	\$	58,680	\$	58,680	PERSONAL	
MATTRESS FIRM	\$	140,430	\$	140,430	PERSONAL	
MCADOO BRUCE	\$	996,840	\$	500,000	REAL	
MERCHANTS AUTO GROUP INC	\$	2,179,290	\$	1,829,670	PERSONAL	
MFO PPTIES LTD	\$	1,613,000	\$	1,613,000	REAL	
MO DANY REVOCABLE TRUST	\$	1,750,000	\$	1,699,000	REAL	
MONTERRA APARTMENTS LP	\$	36,129,970	\$	35,000,000	REAL	*
N I R INVESTMENTS LTD	\$	675,000	\$	630,000	REAL	
NEPTUNE VENTURES LLC	\$	200,000	\$	200,000	REAL	
NEPTUNE VENTURES LLC	\$	187,000	\$	187,000	REAL	
NEPTUNE VENTURES LLC	\$	233,740	\$	233,740	REAL	
NEPTUNE VENTURES LLC	\$	116,810	\$	116,810	REAL	83
NEPTUNE VENTURES LLC	\$	132,990	\$	132,990	REAL	
NEPTUNE VENTURES LLC	\$	160,000	\$	160,000	REAL	
NEWPORT APARTMENTS PROPERTY OWNER	\$	18,377,590	\$	17,500,000	REAL	
OMINET AVENIDA LLC	\$	6,067,000	\$	5,416,730	REAL	
OMINET AVENIDA LLC	\$	14,933,000	\$	13,333,270	REAL	
PACIFIC PLATINUM TRUST	\$	454,900	\$	435,000	REAL	
PACIFIC PLATINUM TRUST	\$	527,640	\$	390,000	REAL	
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	\$	4,048,000	REAL	*
PARMA LAS COLINAS TOWERS LLC	\$	54,722,000	\$	54,722,000	REAL	
PARMA MANDALAY TOWER LLC	\$	36,360,000	\$	32,700,000	REAL	
PATEL CHANDRAKANT B	\$	2,050,000	\$	1,950,000	REAL	
PATEL DHAVAL	\$	1,069,610	\$	1,040,000	REAL	
PATEL KAMLESH M & AMISHA G	\$	1,065,000	\$	1,050,000	REAL	
PATEL SURESHCHANDRA N &	\$	491,820	\$	450,000	REAL	
PBH VALLEY CREEK LLC	\$	26,000,000	\$	23,400,000	REAL	
PBH VALLEY RIDGE LLC	\$	28,560,000	\$	26,000,000	REAL	
PCPI UT OWNER LP	\$	9,801,860	\$	9,801,860	REAL	*
PCPI UT OWNER LP	\$	137,183,140	\$	121,198,140	REAL	*
POST AVALON LLC	\$	16,400,000	\$	15,800,000	REAL	
POST MONTORO LLC	\$	18,000,000	\$	16,775,000	REAL	
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	65,286,720	\$	64,000,000	REAL	*
PRESIDIUM VINEYARDS INVESTORS LLC	\$	13,288,000	\$	13,288,000	REAL	
RACETRAC	\$	563,900	\$	315,000	PERSONAL	
RACETRAC	\$	425,570	\$	317,700	PERSONAL	
RACETRAC PETROLEUM INC	\$	1,924,220	\$	1,732,000	REAL	
RAHIMI JAWID &	\$	1,016,010	\$	995,000	REAL	
RANDALLS FOOD & DRUG LP	\$	4,025,000	\$	4,025,000	REAL	
RAYO LLC	\$	2,170,000	\$	1,925,000	REAL	
RAYO LLC	\$	2,170,000	\$	1,925,000	REAL	
RED LOBSTER HOSPITALITY LLC	\$	399,150	\$	276,410	PERSONAL	

RED OAK COMMERCIAL	\$	3,121,500	\$	2,550,000	REAL
RESI SFR SUB LLC	\$	150,180	\$	144,200	REAL
RESI SFR SUB LLC	\$	126,130	\$	126,130	REAL
RESI SFR SUB LLC	\$	136,060	\$	125,100	REAL
RFI WESTWOOD VILLAGE LLC	\$	19,500,000	\$	17,700,000	REAL
ROCHELLE PLACE L P	\$	5,200,000	\$	5,040,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	5,518,780	\$	5,518,780	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,335,000	\$	52,750,000	REAL *
SANDLIAN COLBY B &	\$	2,364,600	\$	2,128,000	REAL
SAVOY DALLAS HOTELS LLC	\$	8,430,050	\$	7,390,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,800,000	\$	3,400,000	REAL
SECURITY PORTFOLIO IV LP	\$	2,737,130	\$	2,737,130	REAL
SEDONA PARK APARTMENTS LLC	\$	16,000,000	\$	16,000,000	REAL
SHIV INC	\$	4,643,630	\$	4,000,000	REAL
SOUTHERN UNITED ENTERPRISES	\$	114,130	\$	114,130	PERSONAL
SPARTRA LLC	\$	3,892,460	\$	3,550,000	REAL
SRP SUB LLC	\$	149,330	\$	141,540	REAL
SRP SUB LLC	\$	150,490	\$	140,640	REAL
SRP SUB LLC	\$	202,660	\$	202,660	REAL
SRP SUB LLC	\$	214,790	\$	214,790	REAL
SWETA PATEL LLC	\$	3,800,000	\$	3,800,000	REAL
TACO BUENO RESTUARANTS INC	\$	89,210	\$	89,210	PERSONAL
TACO BUENO RESTUARANTS INC	\$	75,970	\$	75,970	PERSONAL
TACO BUENO RESTUARANTS INC	\$	439,110	\$	439,110	PERSONAL
TAH 2017 1 BORROWER LLC	\$	134,430	\$	134,430	REAL
TAH HOLDING LP	\$	151,020	\$	137,410	REAL
TAH HOLDING LP	\$	155,780	\$	140,200	REAL
TAH HOLDING LP	\$	143,870	\$	140,010	REAL
TAH HOLDING LP	\$	118,670	\$	109,400	REAL
TAH HOLDING LP	\$	144,180	\$	137,730	REAL
TAH HOLDING LP	\$	169,960	\$	158,000	REAL
TAH HOLDING LP	\$	139,740	\$	133,710	REAL
TCI 600 LAS COLINAS INC	\$	72,200,000	\$	68,000,000	REAL *
TCI MERIDIAN ACRES LLC	\$	2,023,990	\$	2,023,990	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL
TOWNE NORTH SC PTNR LTD	\$	6,912,490	\$	6,575,700	REAL
TOWNE NORTH SC PTNR LTD	\$	3,179,190	\$	3,024,300	REAL
TR ATRIUM LP	\$	13,845,000	\$	13,000,000	REAL
TR ATRIUM LP	\$	8,470,000	\$	7,500,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	150,900	\$	147,980	REAL
TRUE DFW2015 1 HOMES LLC	\$	103,390	\$	101,370	REAL
TSCA52 LP	\$	2,420,000	\$	1,800,000	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	100,000	PERSONAL
URBAN WOODSIDE APARTMENTS LP	\$	8,900,000	\$	7,975,000	REAL
US SFE ASSET COMPANY 1 LLC	\$	138,140	\$	124,330	REAL
VAC APARTMENTS LLC	\$	10,000,000	\$	8,600,000	REAL
VUKOTA BRIDGEPORT APTS LP &	\$	21,000,000	\$	18,900,000	REAL

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WALMART REAL ESTATE	\$	11,172,710	\$	10,742,990	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,000,000	\$	42,714,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	11,128,840	\$	10,100,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	13,881,340	\$	12,500,000	REAL
WESTDALE ESTELLE CREEK	\$	12,849,030	\$	11,600,000	REAL
WESTDALE WOODMEADE LTD	\$	19,069,120	\$	17,200,000	REAL
WESTGATE & GLEN ARBOR	\$	16,000,000	\$	14,400,000	REAL
WESTGATE & GLEN ARBOR	\$	7,859,330	\$	7,073,390	REAL
WESTGATE & GLEN ARBOR	\$	2,691,610	\$	2,422,450	REAL
WESTGATE & GLEN ARBOR	\$	3,449,060	\$	3,104,160	REAL
WOODCHASE & CLARENDON APARTMENTS	\$	11,417,570	\$	9,226,750	REAL
WOODCHASE & CLARENDON APARTMENTS	\$	4,796,460	\$	4,023,250	REAL
WOODLAND RIDGE POE LLC	\$	18,115,190	\$	16,333,320	REAL
WOODLAND RIDGE POE LLC	\$	9,057,600	\$	8,166,680	REAL
WTH PROPERTIES LLC	\$	7,153,840	\$	7,153,840	REAL
WTH PROPERTIES LLC	\$	7,153,840	\$	7,153,840	REAL

TOTAL	\$	2,578,047,900	\$	2,368,669,610	
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2017 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
AVIS BUDGET CAR RENTAL LLC	\$ 1,829,870	PERSONAL
AVIS BUDGET CAR RENTAL LLC	\$ 358,060	PERSONAL
TOTAL	\$ 2,187,930	

2017 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY	
ABS HOSPITALITY GROUP LLC	\$ 1,400,000	\$ 1,300,000	REAL	
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 105,590,370	\$ 92,746,330	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,847,130	\$ 51,968,730	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,990,280	\$ 8,578,530	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,572,220	\$ 53,706,410	REAL	*
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 10,836,630	\$ 9,800,000	REAL	
ALDEN SHORT INC	\$ 118,730	\$ 105,000	REAL	
ALDEN SHORT INC	\$ 113,710	\$ 102,000	REAL	
ALDEN SHORT INC	\$ 60,530	\$ 60,530	REAL	
ALDEN SHORT INC	\$ 117,950	\$ 117,950	REAL	
ANGEL HOSPITALITY VIII LLC	\$ 7,735,730	\$ 6,870,000	REAL	*
BEL AIR AT LAS COLINAS LL LLC	\$ 33,500,000	\$ 31,750,000	REAL	
BELTLINE AIRPORT FREEWAY JV ETAL	\$ 2,145,980	\$ 1,600,000	REAL	87
BELTLINE VILLAGE PARTNERS	\$ 6,500,000	\$ 5,950,000	REAL	
BETTER INC	\$ 1,950,000	\$ 1,800,000	REAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 54,090	\$ 12,000	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 181,070	\$ 82,110	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 167,690	\$ 77,430	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 111,300	\$ 77,770	PERSONAL	
BRE LAS COLINAS LLC	\$ 85,000,000	\$ 69,000,000	REAL	
BRE LAS COLINAS LLC	\$ 5,752,840	\$ 5,752,840	REAL	
BRE LAS COLINAS LLC	\$ 247,160	\$ 247,160	REAL	
BROWN COLINAS POINTE LLC	\$ 9,650,000	\$ 9,400,000	REAL	
CANAL CENTRE LLC	\$ 32,600,000	\$ 32,600,000	REAL	*
CASA DEL SOL TEXAS LLC	\$ 2,965,000	\$ 2,700,000	REAL	
CHIPOTLE MEXICAN GRILL	\$ 554,320	\$ 485,000	REAL	
CLAY COOLEY REAL ESTATE	\$ 11,245,710	\$ 9,750,000	REAL	
CLAY COOLEY REAL ESTATE	\$ 3,120,530	\$ 2,725,000	REAL	
CNL RETIREMENT MOP 1110	\$ 10,215,000	\$ 3,855,000	REAL	
CNLRS BEP LP	\$ 1,800,000	\$ 1,400,000	REAL	
COLUMBIA PROPERTIES	\$ 32,577,220	\$ 30,300,000	REAL	*
COOLEY FAMILY IRREVOCABLE TRUST	\$ 2,298,690	\$ 1,257,990	PERSONAL	
COOLEY FAMILY IRREVOCABLE TRUST	\$ 327,240	\$ 327,240	PERSONAL	
COOLEY FAMILY IRREVOCABLE TRUST	\$ 1,647,380	\$ 717,320	PERSONAL	
CREEKWOOD APTS LLC	\$ 12,470,000	\$ 11,000,000	REAL	
CROSS COURT REALTY LLC	\$ 864,000	\$ 825,000	REAL	
CROWN ENTERPRISES INC	\$ 2,100,000	\$ 2,050,000	REAL	
CROWN ENTERPRISES INC	\$ 3,099,770	\$ 2,050,000	REAL	
CSC SERVICEWORKS INC	\$ 580,930	\$ 464,370	PERSONAL	
D L PETERSON TRUST I	\$ 5,302,690	\$ 4,394,640	PERSONAL	
DAL RICH VILLAGE LTD	\$ 13,000,000	\$ 11,500,000	REAL	
DAL RICH VILLAGE LTD	\$ 3,051,970	\$ 2,538,060	REAL	
DAL RICH VILLAGE LTD	\$ 608,270	\$ 505,850	REAL	
DAL RICH VILLAGE LTD	\$ 7,339,760	\$ 6,103,840	REAL	

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
DCT ROYAL LANE LLC	\$ 4,238,820	\$ 4,010,000	REAL
DEVA CORPORATION	\$ 4,500,000	\$ 4,154,310	REAL
DFW AIRPORT HOSPITALITY	\$ 8,400,000	\$ 6,450,000	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 874,180	\$ 819,540	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,373,200	\$ 1,287,380	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,373,200	\$ 1,287,370	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,179,420	\$ 1,105,710	REAL
DFW JOSEPH INVESTMENTS LLC	\$ 7,941,280	\$ 4,800,000	REAL
DULCE RESTAURANTS LLC	\$ 120,990	\$ 96,400	PERSONAL
DULCE RESTAURANTS LLC	\$ 198,390	\$ 77,000	PERSONAL
DULCE RESTAURANTS LLC	\$ 113,790	\$ 67,900	PERSONAL
ELEMENT FLEET CORPORATION	\$ 1,711,670	\$ 1,401,880	PERSONAL
ELMSTONE GROUP OP1 LLC	\$ 6,800,000	\$ 6,282,610	REAL
ELMSTONE GROUP OP1 LLC	\$ 2,400,000	\$ 2,217,390	REAL
ELMSTONE GROUP OP2 LLC	\$ 11,443,470	\$ 8,200,000	REAL
ESD DFW SOUTH 2011 LP	\$ 24,500,000	\$ 23,100,000	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 2,450,000	\$ 2,450,000	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 3,026,420	\$ 2,726,410	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 1,968,750	\$ 1,773,590	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 2,849,000	\$ 2,734,860	REAL
FIELDS WILLIAM S & MARGARET M B TRUST	\$ 2,250,000	\$ 2,250,000	REAL
FIREBRAND PROPERTIES LP	\$ 1,165,000	\$ 924,000	REAL
FPG THE POINT LP	\$ 48,630,000	\$ 47,000,000	REAL
FREEPORT REGENT LLC	\$ 10,532,500	\$ 9,564,750	REAL
GANGA HOTEL GROUP INC	\$ 4,100,000	\$ 4,100,000	REAL
GELCO FLEET TRUST	\$ 2,172,120	\$ 1,792,910	PERSONAL
GLEN ARBOR MULTIFAMILY LLC	\$ 14,400,000	\$ 13,600,000	REAL
GROUND HERSHAL GENE	\$ 220,000	\$ 220,000	REAL
GROUP 1 REALTY INC	\$ 3,426,200	\$ 3,000,000	REAL
GRUSIN MARTIN A TRUSTEE	\$ 897,750	\$ 810,000	REAL
HCRE LAS COLINAS LLC	\$ 9,900,000	\$ 8,600,000	REAL *
HIGHLAND CREST LTD	\$ 12,750,000	\$ 11,700,000	REAL
HKRK MGNT INC	\$ 2,617,720	\$ 2,400,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$ 47,000,000	\$ 45,408,240	REAL *
IMV GROUP LLC	\$ 893,570	\$ 763,290	REAL
IMV GROUP LLC	\$ 118,520	\$ 101,240	REAL
IMV GROUP LLC	\$ 112,300	\$ 95,930	REAL
IMV GROUP LLC	\$ 109,790	\$ 93,780	REAL
IMV GROUP LLC	\$ 86,290	\$ 73,710	REAL
IMV GROUP LLC	\$ 81,570	\$ 69,680	REAL
IMV GROUP LLC	\$ 694,780	\$ 593,490	REAL
IMV GROUP LLC	\$ 219,590	\$ 187,580	REAL
IMV GROUP LLC	\$ 201,500	\$ 172,120	REAL
IMV GROUP LLC	\$ 57,580	\$ 49,180	REAL
INTERGERMAN SUMMER GATE LP	\$ 10,750,000	\$ 9,600,000	REAL
IRVING CLUB ACQUISITION CORP	\$ 1,137,910	\$ 1,137,910	PERSONAL
IRVING LODGING LLC	\$ 4,404,980	\$ 4,035,700	REAL
ISA HOSPITALITY INC	\$ 2,220,000	\$ 1,950,000	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
J&J LOTT IRVING LLC	\$ 27,769,510	\$ 27,000,000	REAL
JACK IN THE BOX INC	\$ 216,390	\$ 194,750	PERSONAL
K GARAGE CO LTD	\$ 4,671,700	\$ 4,503,400	REAL
K SERIES III LLC	\$ 97,700	\$ 97,700	REAL
K SERIES III LLC	\$ 650,000	\$ 650,000	REAL
KAMEYAMA KEISHI	\$ 12,500,000	\$ 11,255,000	REAL
KBSIII TOWER AT LAKE CAROLYN LLC	\$ 56,060,000	\$ 53,140,000	REAL *
KENSINGTON APARTMENTS LLC	\$ 13,312,000	\$ 12,400,000	REAL
KHOSROW SADEGHIAN	\$ 98,460	\$ 70,000	REAL
KHOSROW SADEGHIAN	\$ 108,390	\$ 52,000	REAL
KROGER TEXAS LP	\$ 758,210	\$ 758,210	REAL
KROGER TEXAS LP	\$ 1,622,000	\$ 1,622,000	REAL
KROGER TEXAS LP	\$ 1,400,000	\$ 1,400,000	REAL
KROGER TEXAS LP	\$ 3,800,000	\$ 3,800,000	REAL
KROGER TEXAS LP	\$ 910,230	\$ 910,230	REAL
KUMAR SUNDIP	\$ 561,440	\$ 515,000	REAL
LAKE WORTH HOTEL CORP	\$ 4,400,000	\$ 4,200,000	REAL 89
LAS COLINAS IRVING ACQUISITION CO I	\$ 69,000,000	\$ 66,950,000	REAL *
LAS COLINAS IRVING ACQUISITION CO II	\$ 39,315,000	\$ 38,000,000	REAL *
LEGACY REI GROUP VF LLC	\$ 6,788,830	\$ 6,250,000	REAL
LOWEN TRINITY MILLS	\$ 12,838,950	\$ 10,840,000	REAL
LOWES HOME CENTERS INC	\$ 7,500,000	\$ 7,500,000	REAL
LQ TX PROPERTIES LLC	\$ 8,787,680	\$ 8,639,400	REAL
MAAHIYAA HOTEL LLC	\$ 7,362,310	\$ 4,966,350	REAL
MACYS RETAIL HOLDING INC	\$ 2,977,080	\$ 2,548,660	PERSONAL
MARABELLA AT LAS COLINAS	\$ 21,662,080	\$ 19,083,270	REAL
MARABELLA AT LAS COLINAS	\$ 20,337,920	\$ 17,916,730	REAL
MO DANY REVOCABLE TRUST	\$ 1,750,000	\$ 1,699,000	REAL
MONTERRA APARTMENTS LP	\$ 35,250,000	\$ 33,400,000	REAL *
MUKUNDBHAI PATEL J & DAXABEN	\$ 1,123,710	\$ 960,000	REAL
NEPTUNE VENTURES LLC	\$ 200,000	\$ 200,000	REAL
NEPTUNE VENTURES LLC	\$ 173,410	\$ 173,410	REAL
NEPTUNE VENTURES LLC	\$ 79,730	\$ 79,730	REAL
NEPTUNE VENTURES LLC	\$ 179,410	\$ 179,410	REAL
NEPTUNE VENTURES LLC	\$ 116,810	\$ 116,810	REAL
NEPTUNE VENTURES LLC	\$ 123,030	\$ 123,030	REAL
NEPTUNE VENTURES LLC	\$ 141,600	\$ 141,600	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$ 17,248,000	\$ 16,700,000	REAL
NORTHGATE INVESTORS LLC	\$ 14,100,000	\$ 13,250,000	REAL
OMINET AVENIDA LLC	\$ 5,966,480	\$ 5,416,730	REAL
OMINET AVENIDA LLC	\$ 14,686,520	\$ 13,333,270	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 50,132,000	\$ 46,952,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 4,048,000	\$ 4,048,000	REAL *
PARMA MANDALAY TOWER LLC	\$ 30,300,000	\$ 27,500,000	REAL
PERFECT AND MODERN TEAM LLC	\$ 1,131,320	\$ 1,025,000	REAL
POST MONTORO LLC	\$ 16,250,000	\$ 15,250,000	REAL
PROPERTY RESERVE INC	\$ 70,552,820	\$ 52,914,000	REAL
RANDALLS FOOD & GRUG LP	\$ 4,025,000	\$ 4,025,000	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
RAVI PATEL	\$ 953,680	\$ 870,000	REAL
RAYO LLC	\$ 2,050,000	\$ 1,850,000	REAL
RAYO LLC	\$ 2,050,000	\$ 1,850,000	REAL
RED LOBSTER HOSPITALITY LLC	\$ 378,750	\$ 308,143	PERSONAL
ROCHELLE PLAZA ASSOCIATES	\$ 5,150,000	\$ 4,975,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$ 51,635,000	\$ 50,000,000	REAL *
SALEM LEASING INC	\$ 4,071,440	\$ 2,676,740	PERSONAL
SANDLIAN COLBY B &	\$ 2,364,600	\$ 2,128,000	REAL
SECURITY PORTFOLIO IV LP	\$ 2,737,130	\$ 2,737,130	REAL
SONIC INDUSTRIES INC	\$ 162,680	\$ 146,410	PERSONAL
SOUTHEASTERN FREIGHTLINES INC	\$ 4,190,170	\$ 2,553,250	PERSONAL
SPARTRA LLC	\$ 3,600,000	\$ 3,400,000	REAL
STATE BANK OF TEXAS	\$ 4,938,550	\$ 4,938,550	REAL
STATE BANK OF TEXAS	\$ 1,896,750	\$ 1,637,100	REAL
STONEBRIDGE IRVING VENTUR	\$ 310,140	\$ 310,140	REAL
STONEBRIDGE IRVING VENTUR	\$ 11,439,160	\$ 10,700,000	REAL
STONEBRIDGE IRVING VENTUR	\$ 9,774,280	\$ 9,145,000	REAL
SUN LIFE INSURANCE CO OF CANADA	\$ 30,850,000	\$ 30,439,000	REAL
SWAY BEAULY LLC	\$ 137,110	\$ 122,030	REAL
SWETA PATEL LLC	\$ 3,702,050	\$ 3,702,050	REAL
TAH 2016-1 BORROWER LLC	\$ 132,550	\$ 119,300	REAL
TAH 2016-1 BORROWER LLC	\$ 128,630	\$ 115,770	REAL
TAH 2016-1 BORROWER LLC	\$ 109,400	\$ 98,460	REAL
TB THRIVE CRP LP	\$ 9,699,660	\$ 9,100,000	REAL
TCI 600 LAS COLINAS INC	\$ 71,645,000	\$ 62,200,000	REAL *
TCI MERIDIAN ACRES LLC	\$ 2,023,990	\$ 1,278,312	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$ 31,000,000	\$ 31,000,000	REAL
TOWNE NORTH SC PTNR LTD	\$ 6,912,490	\$ 6,575,000	REAL
TOWNE NORTH SC PTNR LTD	\$ 3,179,190	\$ 3,025,000	REAL
TP APARTMENTS LLC	\$ 3,074,880	\$ 2,771,370	REAL
TP APARTMENTS LLC	\$ 1,085,810	\$ 978,630	REAL
TR ATRIUM LP	\$ 11,945,000	\$ 11,945,000	REAL
TRT DEVELOPMENT COMPANY	\$ 800,000	\$ 800,000	REAL
TRT DEVELOPMENT COMPANY	\$ 39,200,000	\$ 37,200,000	REAL
TRUE DFW2015 1 HOMES LLC	\$ 133,400	\$ 121,440	REAL
TRUE DFW2015 1 HOMES LLC	\$ 111,560	\$ 101,550	REAL
TSCA 222 LIMITED PS	\$ 7,909,520	\$ 7,500,000	REAL
TSCA 52 LP	\$ 1,990,000	\$ 1,800,000	REAL
U S XPRESS INC	\$ 25,000,000	\$ 100,000	PERSONAL
WALGREENS CO	\$ 1,078,490	\$ 969,410	PERSONAL
WALGREENS CO	\$ 1,335,990	\$ 1,200,630	PERSONAL
WALGREENS CO	\$ 1,014,620	\$ 910,480	PERSONAL
WALMART REAL EST BUS TRST	\$ 11,963,780	\$ 10,742,990	REAL
WALNUT ABLES LTD	\$ 3,145,590	\$ 2,900,000	REAL
WALNUT HILL THRIVE LTD	\$ 6,800,000	\$ 6,120,000	REAL
WALNUT HILL TX PARTNERS LLC	\$ 45,300,000	\$ 41,500,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 9,600,000	\$ 9,494,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 8,695,000	\$ 8,695,000	REAL

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OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
WESTDALE BROOKSTONE TERRACE LP	\$ 11,800,000	\$ 10,750,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 11,500,000	\$ 10,650,000	REAL
WESTDALE TIC BRIDGEPORT LP &	\$ 16,600,000	\$ 16,600,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 6,672,000	\$ 6,244,140	REAL
WESTGATE MULTIFAMILY LLC	\$ 2,928,000	\$ 2,740,230	REAL
WESTGATE MULTIFAMILY LLC	\$ 2,688,000	\$ 2,515,630	REAL
WTH PROPERTIES LLC	\$ 6,503,780	\$ 6,503,780	REAL
WTH PROPERTIES LLC	\$ 7,396,220	\$ 7,396,220	REAL
WOODLAND RIDGE POE LLC	\$ 16,666,670	\$ 15,666,670	REAL
WOODLAND RIDGE POE LLC	\$ 8,333,330	\$ 7,833,330	REAL
1080 STEEPLECHASE LLC &	\$ 14,000,000	\$ 14,000,000	REAL
217 94 GRUMA BLDG HOLDINGS LP	\$ 3,245,000	\$ 3,245,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 7,785,000	\$ 6,761,220	REAL
2929 PARK GROVE VNTRE LTD	\$ 545,000	\$ 438,780	REAL
300 320 DECKER LLC	\$ 10,043,700	\$ 7,300,000	REAL
3146 NORTHGATE CI LLC	\$ 10,348,200	\$ 10,348,200	REAL
3312 FOREST LN LLC	\$ 1,203,670	\$ 1,012,900	REAL
4525 TOWNE LAKE VILLAGE LL LLC	\$ 13,900,000	\$ 13,000,000	REAL
500 E 114 LLC	\$ 18,580,000	\$ 17,737,830	REAL
500 E 114 LLC	\$ 1,039,170	\$ 1,039,170	REAL
850 LAKE CAROLYN PKWY APARTMENTS IN	\$ 44,000,000	\$ 42,800,000	REAL
TOTAL	\$ 2,078,291,640	\$ 1,865,173,635	

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CONSENT AGENDA ITEM

7/19/2021

TOPIC: Consider Approval of the 2021-2022 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers.

SUBMITTED BY: Jorge Acosta, Executive Director of Human Resources

BACKGROUND: The T-TESS (Texas Teacher Evaluation & Support System) appraisers must be approved annually prior to conducting T-TESS appraisals.

ADMINISTRATIVE RECOMMENDATION: The Superintendent recommends the approval of the 2021-2022 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers.

RECOMMENDED BOARD MOTION: I move the Board approve the recommendation of the approval of the 2021-2022 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers.

Additional Agenda Sheets Attached: Yes No

Attachments:

- List of Approved Appraisers

2021-2022 T-TESS Appraisers

ACOSTA, JORGE	GOMEZ, AHNA	POLLARD, STEPHEN
ALDAY, JESUS	GOMEZ, MARIANA	PORTER, JEANNINE
AMAYA, SHARON	GONZALES, TRACY ANN	PRICE, KASSIE
ANDERSON, DENISE	GONZALEZ-PEREZ, NORMA L	RAYAS DEANDA, JESUS
ANDERSON, JENNY	GORENA, JACKIE	RENDON, NETASSHA
ARRIETA-FAULKNER, ADRIANA	GREEN-RAWSON, PHYLLIS	RICHARDSON, JOSHUA M
ATKINSON, NANCY E	HENDERSON, CHRISTOPHER G	RICO, ANGEL
BERNAL, SAM	HERNANDEZ GOMEZ, SAMUEL	RICO, FRANCISCO
BLOOMFIELD, MARIA TERESA	HERNANDEZ, MAGDA	RIVERA, KIM
BRAVO VICENS, AMARIS M	HOOPER, MIYA	ROBLES, EDGAR O
BROOKS, AMBER	HORGAN, ANIKA T	RODRIGUEZ, BLANCA PATRICIA
BROWN, AMANDA	HOUSTON, JANICE	RUIZ, CLAUDIA M
BRUNK, NIKA	HUNT, CELESTE B	RUIZ, FLOR C
CAMPBELL, LANCE	JOHNSON, BIANCA N	RUNNELS, JOY
CASSADA, JOSHUA W	JONES, HARLEIGH	SALDANA, LYDIA
CLARK, ANNE E	KELLEY, LESLEY	SANDERS, LINDSEY M
CLARK, JAMES D	KIBODEAUX, MELANIE K	SIMMONS, VYTARA
COUGHLIN, ANABEL I	LITTLE, IMELDA	SMITH, ANDRE
CRISS, ANTWAUN	LONG, ANGELA M	SMITH, VANESSA
CRUMBY, JASMINE LEE	MACK, ROBIN P	SRALLA, SCOTT
DANIELS, CARRIE L	MAGRO-MALO, MARIELA	STEWART, NATASHA
DE LA SIERRA, BLANCA I	MALZER, ERICA D	TARVER, KERRIE
DELAVARI, FARANAK	MARTINEZ, JUAN CARLOS	TATUM, MONICA LATRICE
DELGADO, DONALD DANA	MAURICIO, CURTIS L	TAYLOR, HENRY L
DICKSON, JENNIFER R	MAYE, CURTISHA LUCHIA	TEPFER, MICHEAL K
DIEHL, AMANDA P	MCKEE, JENNIFER	THOMAS, OT
DIXON, MARY	MCNEESE, LEIGH A	THOMPSON, SHONDA MOORE
DORMAN, JEFFREY JEROME	MENDOZA, JAIME J	TORRES-RANGEL, LINDA
DURAN, SUSAN	MIRANDA, FRANCISCO	TRAMMELL, WENDY K
ELIOTT, VIRGINIA LOREAN	MISHAW, BRITTNEY	VADILLO, FERNANDO A
ERWIN, CYNTHIA A	MORTON, RACHEL KOUREY	VALDEZ, LISBETH
ESPINO, MANUEL	NELSON, BRIAN KEVIN	VALTIERRA, KESHA M
ESTRADA, JOE	NICKERSON, TRENTON J	VILLADO, LILIANA
EUBANK, CHRISSY	OGLE, ERIC D	VILLARREAL, SHAUNA M
FINCHER, JEREMIAH	OROZCO, LILIAN	VORONIN, JAMES BERNARD
FLORES, TAMIKO	PACHECO, ELIZABETH	WHITAKER, LATASHA
FLOYD, DELICIA OVERSTREET	PENA, JULIA E	WILLIAMS, FLOYD L
FOREMAN, TAMMEKA L	PERAGINE, SHEILA MARIA	WILLIAMS, TIFFANY
FOUNTAIN, ANGELICA B	PERALTA, CINDY	WILLIAMS, YOLANDA
FULTON, MELISSA	PEREZ GARCIA, MARGIE	YOUNG, KATHERINE
GARCIA, GILBERTO	PERRY-CARTER, ADRIANA	ZAMORA, JOSHUA
GILLELAND, KATIE	POE, AMBER	ZAVALA, ALBERTO

TOPIC: Consider Approval of 2021-2022 District Monthly TRS ActiveCare Contribution

SUBMITTED BY: Amy Reyes, Director Compensation Benefits & HR Systems; Meritza Webb, Executive Director, Employee Services & HR Systems; and Gary Micinski, CFO

BACKGROUND: The new rates for employee medical insurance have been approved by TRS. Below summarizes the new plans and rates:

Single Employee Plan Rates (Monthly)

	<u>2020-2021</u>	<u>2021-2022</u>	<u>Increase</u>
ActiveCare Primary	\$386.00	\$417.00	\$31.00
ActiveCare HD	\$397.00	\$429.00	\$32.00
ActiveCare Primary Plus	\$514.00	\$542.00	\$28.00
ActiveCare 2	\$937.00	\$1,013.00	\$76.00
Baylor Scott & White	\$551.10	\$542.48	-\$8.62

Note: These are employee rates for single employee only. The family rate for TRS ActiveCare 2 is \$2,841 per month total for the upcoming year.

The Irving ISD has always been a front runner in providing quality medical benefits for its employees. During the 2020-2021 school year, the Irving ISD contributed \$386 per month towards employee medical insurance, providing a zero-cost medical benefit for the single-employee only in the ActiveCare Primary plan. Starting September 1, 2021, the cost of the most inexpensive plan (TRS-ActiveCare Primary) will be \$417 per month, a difference of \$31 per month.

Without an additional contribution on the part of the district for the 2021-2022 school year, employees would have to contribute an additional \$31 per month (\$372 annually). The administration recommends increasing the district contribution by \$14 to a total of \$400 per month per participating full-time employee. The employee contribution increases from \$0 to \$17 on the lowest employee only medical plan (TRS-ActiveCare Primary).

The current census of the plans are as follows:

<u>Employee Census Per Plan</u>				
	<u>20-21 Census</u> (All steps on plan)	<u>20-21 Monthly</u> <u>Contribution</u>	<u>21-22</u> <u>Proposed</u> <u>Monthly</u>	<u>Increase</u>
ActiveCare Primary	985	\$386.00	\$400.00	\$14.00
ActiveCare HD	1712	\$386.00	\$400.00	\$14.00
ActiveCare Primary Plus	473	\$386.00	\$400.00	\$14.00
ActiveCare 2	83	\$386.00	\$400.00	\$14.00
Baylor Scott & White	118	\$386.00	\$400.00	\$14.00
Total	3,371			
Proposed Increase Monthly	\$ 14.00			
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Annual Projected Cost Increase	<u>\$ 566,328</u>			

The additional contribution on behalf of the District to help subsidize the required increase would cost approximately \$566,328 (or 3,371 employees x \$14/month x 12 months = \$566,328).

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the 2021 - 2022 school year monthly contribution towards employee medical benefits (TRS- ActiveCare) be set at \$400 per month per participating full-time employee and delegate to the Superintendent or designee the authority to administer the contribution as needed to comply with any applicable rules, regulations, or laws related to the plan.

RECOMMENDED BOARD MOTION: I move that the Board of Trustees of Irving ISD approve the 2021 – 2022 school year monthly contribution towards employee medical benefits (TRS- ActiveCare) be set at \$400 per month per participating full-time employee and delegate to the Superintendent or designee the authority to administer the contribution as needed to comply with any applicable rules, regulations, or laws related to the plan.

CONSENT AGENDA ITEM

7/19/2021

TOPIC: Consider Approval of College Readiness and Success College Board Contract #CB-00029892.

SUBMITTED BY: Christina Trotter, Director of Student Assessment & Research

BACKGROUND: The attached agreement with the College Board provides the following components of the district's 2021-2022 college and career readiness assessment program pursuant to the District and Board Goals.

- PSAT 8/9 at 8th grade
- PSAT/NMSQT at grades 10 and 11
- SAT at grade 11

The total cost of the bundled assessments in the agreement for 2021-2022 is \$166,974.00, an increase of \$7,682 from the \$159,292.00 contract in the 2020-2021 school year. Appropriate funds for these assessments are included in the Planning, Evaluation, and Research department budget. Based on documentation provided by the vendor, the College Board is a sole-source provider of the above-mentioned assessments.

ADMINISTRATIVE RECOMMENDATION: Administration recommends the Board of Trustees approve the College Board's College Readiness and Success Contract #CB-00029892 for college readiness as a sole-source provider.

RECOMMENDED BOARD MOTION: I move the Board of Trustees approve the College Board's College Readiness and Success Contract #CB-00029892 for college readiness as a sole source provider.

Additional Agenda Sheets Attached: Yes No

Attachments: See attached



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00029892**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **August 01, 2021** ("Effective Date"), by and between Irving Independent School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is



exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to:



(a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

<p>To College Board: K-12 Contract Management</p> <p>College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org</p>	<p>With a copy to Legal Department</p> <p>College Board 250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org</p>	<p>To Client: Magda Hernandez Acting Superintendent Irving Independent School District 2621 W Airport Fwy No.1400 Irving, TX 75062-6020 Tel: (972) 600-5210 mhernandez@irvingisd.net</p>
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9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.



9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00029892

IRVING INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

DocuSigned by:

Magda Hernandez

Signature

DocuSigned by:

Jeremy Singer

Signature

Magda Hernandez

Name

Jeremy Singer

Name

Superintendent

Title

President

Title

06/30/2021

Date

06/23/2021

Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



6. **Changes to Participating Schools.** Changes to the list of Participating Schools cannot be made after **September 10, 2021**. Participating Schools without a valid six-digit College Board school code should apply for their school code at least six weeks prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. **PSAT/NMSQT Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. **PSAT/NMSQT Assessment Administration.** The exam shall be administered on **October 13, 2021**. The alternate exam test administration is on **October 26, 2021**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

4. **Client Testing Delays.** Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Barbara Cardwell Career Preparatory	443554
Irving High School	443560
Jack E Singley Academy	443553
MacArthur High School	443562

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



Nimitz High School	443563
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V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT/NMSQT with PSAT 8/9 and SAT School Day	Multi-Assessment Pricing: • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 29, 2021**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees.

³ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020



**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9[®] exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, available via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

5. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.



III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. **PSAT 8/9 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. **PSAT 8/9 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. **Client Testing Delays.** Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 8/9 Delay Event'), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. **Digital Testing Requirements (If Client is administering digital testing):**

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.



- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.
7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Irving Independent School District	Austin Middle School	449242	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Bowie Middle School	449243	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Crockett Middle School	449244	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Lady Bird Johnson Middle School	449515	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Lamar Middle School	449246	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Lorenzo De Zavala	449245	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	Sam Houston Middle School	449349	8	Sep 20, 2021 - Jan 28, 2022
Irving Independent School District	William B Travis Middle School	449225	8	Sep 20, 2021 - Jan 28, 2022

V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official Form Approved By College Board Legal January 2020



National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> PSAT 8/9 with SAT School Day, and PN and/or P10	<u>Multi-Assessment Pricing:</u> • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2021 – Jan. 2022	October 29, 2021
Feb. 2022 – Mar. 2022	January 28, 2022
April 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees.

⁴ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



SAT SCHOOL DAY PROGRAM SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.



Administration Date	Deadline to submit changes
October 13, 2021	September 3, 2021
October 28, 2021	September 3, 2021
March 2, 2022	January 28, 2022
March 23, 2022	February 11, 2022
April 13, 2022	March 10, 2022
April 26, 2022	March 25, 2022

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administration as specified in the SAT School Day Coordinator training and instructional materials and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**
9. **SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
- Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.



For the April 13, 2022 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited, and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 02, 2022	March 23, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 26, 2022 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered to students under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

5. **Client Testing Delays.** Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an "SAT Delay Event"), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Barbara Cardwell Career Preparatory	443554	SAT School Day: March 2, 2022
Irving High School	443560	SAT School Day: March 2, 2022
Jack E Singley Academy	443553	SAT School Day: March 2, 2022



Contract # CB-00029892

MacArthur High School	443562	SAT School Day: March 2, 2022
Nimitz High School	443563	SAT School Day: March 2, 2022

V. FEE CALCULATION

1. **Fees.** Client shall pay College Board a fee, pursuant to the agreement between College Board and the Texas Education Agency, which shall be an amount not to exceed \$36.00 for each Participant for the 2021-2022 SAT test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
3. **Unused Test Fees.** Participating Schools will not incur unused test fees.



VI. CLIENT CONTACT INFORMATION

	Primary ⁵	Data Recipient ⁶	Billing ⁷	Bulk Registration (optional) ⁸
Name:	Christina Trotter	Christina Trotter	Christina Trotter	Christina Trotter
Title:	Coordinator of Assessment	Coordinator of Assessment	Coordinator of Assessment	Coordinator of Assessment
Address:	2621 W Airport Fwy #1400	2621 W Airport Fwy #1400	2621 W Airport Fwy #1400	2621 W Airport Fwy #1400
City/State/Zip:	Irving, TX 75062-6020	Irving, TX 75062-6020	Irving, TX 75062-6020	Irving, TX 75062-6020
Phone:	(972) 600-5087	(972) 600-5087	(972) 600-5087	(972) 600-5087
Email:	ctrotter@irvingisd.net	ctrotter@irvingisd.net	ctrotter@irvingisd.net	ctrotter@irvingisd.net

⁵ This is the person to whom College Board should direct primary communications.

⁶ This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁸ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	2,448	\$18.00	\$44,064.00	\$14,688.00	\$29,376.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2021	June 30, 2022	2,494	\$14.00	\$34,916.00	\$12,470.00	\$22,446.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2021	June 30, 2022	2,399	\$55.00	\$131,945.00	\$45,581.00	\$86,364.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2021	June 30, 2022	2,399	\$18.00	\$43,182.00	\$14,394.00	\$28,788.00

Subtotal: \$254,107.00

Total Discount: \$87,133.00

Total Cost: \$166,974.00

IRVING INDEPENDENT SCHOOL DISTRICT

Randy Randle, President
Board of Trustees
Irving Independent School District

Date: _____

ATTEST:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

Date: _____

RECOMMENDED BY:

Magda Hernandez
Superintendent of Schools
Irving Independent School District

Date: _____

Dr. Jackie Gorena
Chief Learning Officer
Irving Independent School District

Date: _____

CONSENT AGENDA ITEM
July 19, 2021

TOPIC: Consider Approval of Irving Independent School District’s Elementary and Secondary School Relief (ESSER) Plan

SUBMITTED BY: Dr. Jeannine Porter, Deputy Superintendent of School Leadership

BACKGROUND: In March 2021, the American Rescue Plan Act, also known as the ARP Act, was signed into law, dedicating funds for K-12 schools through the Elementary and Secondary School Relief (ESSER) III funds. As a result, IISD is eligible to receive one time federal funds through the ESSER III program to be spent prior to September 30, 2024 to address expenses and learning loss associated with the COVID-19 pandemic.

ADMINISTRATIVE RECOMMENDATION: The administration recommends approval of the Irving Independent School District’s ESSER Plan.

RECOMMENDED BOARD MOTION: I move that the Board of Trustees of Irving ISD approve Administration’s request to approve the Irving Independent School District’s ESSER Plan.

(Additional Agenda Sheets Attached: Yes No

CONSENT AGENDA
7/19/2021

TOPIC: Consider Approval of the 2021-2022 Irving ISD Student Code of Conduct

SUBMITTED BY: Dr. Lance Campbell, Assistant Chief of Campus Operations

BACKGROUND: The format of the Student Code of Conduct is based on and follows the Texas Association of School Boards (TASB) Model Code of Conduct. The purpose of the Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code. The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing student misbehavior. The highlighted material represents areas of the Student Code of Conduct which have been updated to provide more clarity to the disciplinary management of conduct violations or to address in writing issues of concern not present in the previous version of the document.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve the 2021-2022 Irving ISD Student Code of Conduct.

RECOMMENDED BOARD MOTION: I move the Board to approve the 2021-2022 Irving ISD Student Code of Conduct.

Additional Agenda Sheets Attached: Yes No

Attachment:

- 2021-2022 Student Code of Conduct Revisions
- 2021-2022 Irving ISD Student Code of Conduct

Irving ISD Student Code of Conduct

2021–22 School Year

If you have difficulty accessing the information in this document because of disability, please contact Assistant Chief of Campus Operations at 972-600-5023.

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Lance Campbell, Assistant Chief of Campus Operations, 972-600-5023.

Purpose

The Student Code of Conduct (“Code”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the *Irving ISD* board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code shall be available at the campus behavior coordinator’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal, or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at <https://www.irvingisd.net/>.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal *or* campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure the security and protection of students, staff, and property, the board employs school resource officers (SROs), *and* security personnel]. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

The law enforcement duties of school resource officers are: *(1) To ensure a safe, learning environment is in place and (2) To assist campus administrators with criminal matters.*

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 21 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 15, **DAEP Placement** on page 16, **Placement and/or Expulsion for Certain Offenses** on page 24, and **Expulsion** on page 27, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 14.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocket knife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 16 and **Expulsion** on page 27 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 15.
- Placement in a DAEP, as specified in **DAEP** on page 16.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 24.
- Expulsion, as specified in **Expulsion** on page 27.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.

- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: <http://pol.tasb.org/home/index/367>

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for the following conduct violations

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 27.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 27.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 27.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

1. The student receives deferred prosecution (see **glossary**),
2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or

2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or *through Policy On Line at the following address: <http://pol.tasb.org/home/index/367>*

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review,

however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 16.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife

Department; or a shooting sports sanctioning organization working with the department.
[See policy FNCG(LEGAL).]

- A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The Board of Trustees delegates to the campus Principal authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

No later than the second business day after the hearing, the campus principal or designee will deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LLEGAL) and FODA(LLEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

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

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
 - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or

e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;

- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

CONSENT AGENDA ITEM

07/19/2021

TOPIC: Consider Approval of an Interlocal Agreement/Memo of Understanding between the Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) and Irving ISD for the 2021-2022 School Year

SUBMITTED BY: Dr. Lance Campbell, Assistant Chief of Campus Operations

BACKGROUND: The Texas legislature, beginning in 1995, has mandated that counties with population of 175,000 or more form cooperative arrangements with juvenile boards and school districts to provide educational programs for expelled students. The Irving Independent School District has approved similar memorandums of understanding (MOU) for the past 20 years with Dallas County Juvenile Board and school districts in the Region X Educational Service Center (ESC 10). Costs for the 2021-2022 School Year are estimated to be approximately \$190,000.00 based on the number of students likely to be assigned to the DCJJAEP.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the Memorandum of Understanding with the Dallas County Juvenile Justice Board, Region X ESC, and other participating school districts for the 2021-2022 school year.

RECOMMENDED BOARD MOTION: I move the Board approve the Memorandum of Understanding with the Dallas County Juvenile Board and authorize other matters related to the subject as presented by the Administration for the 2021-2022 school year.

Additional Agenda Sheets Attached: Yes No

Attachment: 2021-2022 DCJJAEP MOU Revisions
2021-2022 DCJJAEP MOU

2021-2022

Dallas County Juvenile Justice Alternative Education Program

Memorandum Of Understanding

Carrollton/Farmers Branch ISD - Cedar Hill ISD - Coppell ISD - Dallas
County Juvenile Justice Board - Dallas ISD -
DeSoto ISD - Duncanville ISD - Garland ISD - Grand Prairie ISD - Highland
Park ISD - Irving ISD - Lancaster ISD -
Mesquite ISD - Region 10 ESC - Richardson ISD - Sunnyvale ISD

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COMMITTEE CHAIR	Craig Raley – Region 10 Program Coord.
COMMITTEE VICE - CHAIR	Janet Allen, <i>Dallas ISD</i>
COMMITTEE CO - CHAIR	Jennifer Villines, <i>Coppell ISD*</i>

GOVERNANCE PLANNING COMMITTEE

PLANNING COMMITTEE CHAIR	Scott Sralla, <i>Irving ISD</i>
PLANNING COMMITTEE MEMBERS	Rich Laffey, <i>Grand Prairie ISD*</i> Cristy Hirsh, <i>Highland Park ISD</i> Jason Tharp, <i>Richardson ISD*</i> Craig Raley, <i>Region 10 Education Service Center</i>

GOVERNANCE COMMITTEE

CARROLLTON / FARMERS BRANCH ISD	Deborah Millican
CEDAR HILL ISD	Patrick Nash
COPPELL ISD	Jennifer Villines
DALLAS COUNTY JUVENILE DEPARTMENT AND DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP)	Susan Sanders
DALLAS ISD	Janet Allen
DESOTO ISD	Monet Reed
DUNCANVILLE ISD	Edward Marcell
GARLAND ISD	Dr. Jennifer Miley
GRAND PRAIRIE ISD	Rich Laffey
HIGHLAND PARK ISD	Cristy Hirsh
IRVING ISD	Rick Nolly ♦ Michael Crotty (Alternate)*
LANCASTER ISD	Dr. Antionette Mathews
MESQUITE ISD	Dr. Valerie Nelson
REGION 10 EDUCATION SERVICE CENTER (ESC)	Craig Raley
RICHARDSON ISD	Jason Tharpe
SUNNYVALE ISD	Cristy Morgan

COMMITTEE ADVISORY MEMBERS

DALLAS ISD FOOD AND CHILD NUTRITION SERVICES	Debra Owens
REGION 10 (ESC) - SPECIAL EDUCATION	Stacey Glosson ♦ Dr. April Estrada*
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP) - SPECIAL EDUCATION	Dr. Michelle DeLaGarza - <i>Diagnostic Assessment Services (DAS)</i>
DALLAS COUNTY JUVENILE JUSTICE DEPARTMENT - TRANSPORTATION	Unassigned
FISCAL AGENT	Jill Hamilton, <i>Region 10 Education Service Center</i>

* Member Services Appreciated through 2018

◆
Legal Compliance

Last Reviewed for legal compliance and concurred on by
Sara Hardner Leon, Leon & Associates, LLP
7500 Realto Blvd., Bldg. 1 Ste.250
Austin, Texas 78735
2020-2021

**MEMORANDUM OF UNDERSTANDING
REGARDING DALLAS COUNTY JUVENILE
JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Memorandum of Understanding (sometimes referred to herein as “Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2020. The Parties to this Agreement are, the Dallas County Juvenile Board (“DCJB”), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the “ISDs”). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

(1) Chapter 37 of the Texas Education Code requires that in those counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs. The responsibilities of school districts and county juvenile boards as to the operation and funding of such programs must be outlined in a joint memorandum of understanding pursuant to Texas Education Code Section 37.011 (k); and

(2) The educational spectrum available for youth provided under Chapter 37 of the Texas Education Code requires the creation of alternative education programs in each independent school district operating in Dallas County and the creation of a Dallas County Juvenile Justice Alternative Education Program (DCJJAEP). This partnership between the DCJB and the ISDs necessitates a memorandum of understanding defining the Parties' responsibilities to ensure the success of such alternative education programs; and

(3) The ISDs wish to reach an agreement with the DCJB as to the placement of students expelled from school under the provisions of Texas Education Code Sections 37.007 (b), (c), and (f); and

(4) The Dallas County Juvenile Board, Dallas County Schools, Region 10 Education Service Center, and the ISDs agree that the goals of this Memorandum of Understanding are (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school;

(b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

NOW THEREFORE, BY THIS MEMORANDUM OF UNDERSTANDING IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES AS FOLLOWS:

SECTION ONE: DEFINITIONS

1.1 For purposes of this Agreement, the following definitions shall be used:

- (A) “**Academic review team**” shall mean those persons responsible for reviewing a student’s academic progress in accordance with Texas Education Code Section 37.011(d); that is, the DCJB or its designee, and the parent or guardian of the student.
- (B) “**Discretionary expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is permitted but not required pursuant to the provisions of Texas Education Chapter 37. The term “discretionary expulsion” shall also refer to students who are registered sex offenders and who are removed from the regular educational setting and placed in the DCJJAEP pursuant to this Agreement.
- (C) “**Liaison**” shall be a person designated to act on behalf of a party to this Agreement with authority to bind such party regarding the day-to-day operation of the DCJJAEP. Each party to this Agreement shall designate a primary and alternate liaison and shall notify all other parties of such designation in writing within a reasonable period after execution of this Agreement. In the event no designation is made, the superintendent of schools / county judge shall be the designated liaison for that party for purposes of such communications.
- (D) “**Mandatory expulsion**” shall refer to any student who is removed from the school setting for conduct for which expulsion is required pursuant to the provisions of Texas Education Code Chapter 37.
- (E) “**Student**” shall mean any person age ten years or older and admitted into the public schools of an ISD under this MOU under Texas Education Code 25.001(b).
- (F) The Governance Committee will review and make recommendations to the DCJJAEP Code of Conduct.
- (G) The Governance Committee will review and make recommendations to the DCJJAEP Operating Procedures.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The DCJJAEP will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education

program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which youth will be subject to removal from the school setting and placement in the DCJJAEP. Each ISD agrees to adopt, as part of its Student Code of Conduct, the following definition of serious misbehavior that may result in removal from the school district alternative education program under Texas Education Code Section 37.007 (c):

“Serious misbehavior” shall mean:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- (4) Conduct that constitutes the offense of:
 - (A) Public lewdness under Section 21.07, Penal Code;
 - (B) Indecent exposure under Section 21.08, Penal Code;
 - (C) Criminal mischief under Section 28.03, Penal Code;
 - (D) Personal hazing under Section 37.152; or
 - (E) Harassment of a student or district employee under Section 42.07(a) (1), Penal Code.

A student may be subject to discretionary expulsion for serious misbehavior only if the student, while placed in a disciplinary alternative education program, engages in such behavior. An ISD may, however, allow a student to be expelled from the regular school program and placed in the JJAEP for violations of Texas Education Code Sections 37.007 (b) or (f) and pursuant to Texas Education Code Section 37.0051. It is understood by the Parties to this Agreement that such expulsions shall be limited to conduct considered by the school district to be of a serious nature, or likely to substantially interfere with the ISD’s educational programs.

2.3 Pursuant to Texas Education Code Section 37.309(b)(1), a student who is a registered sex offender and is removed from the regular educational program pursuant to Subchapter I, Chapter 37, Texas Education Code, shall be placed in the DCJJAEP in the same manner as a discretionary placement student pursuant to Section 4 of this Agreement. Pursuant to Texas Education Code Section 37.310, funding for students placed in the DCJJAEP under this paragraph shall be paid in the same manner as discretionary expulsion students under Section

12 of this Agreement.

SECTION THREE: GOVERNANCE OF DCJJAEP

3.1 Composition of Governing Body - The DCJJAEP shall operate as a function of the Dallas County Juvenile Board, independent and apart from the other parties to this Memorandum of Understanding. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Memorandum of Understanding other than the DCJB. All final decisions regarding the operation of the DCJJAEP shall be made by the DCJB, consistent with this Agreement.

3.2 Governance Committee - The role of the DCJJAEP Governance Committee shall be to provide advice and consultation to the DCJB in matters involving the operation of the DCJJAEP. Upon execution of this Memorandum of Understanding, the DCJB will establish a DCJJAEP Governance Committee consisting of one administrative representative from each ISD, said representatives to be chosen by the respective ISD, one representative of the Region 10 Education Service Center, and two additional representatives designated by the DCJB. The DCJJAEP administrator shall serve as an ex-officio member of the Governance Committee. In making appointments to the Governance Committee, all parties to the Memorandum of Understanding agree to make their best effort to appoint representatives that reflect the ethnic and cultural diversity of the student population served by the DCJJAEP.

3.3 Quorum and Voting - A majority of the members of the DCJJAEP Governance Committee shall constitute a quorum. The DCJJAEP Governance Committee shall act by and through resolutions, motions or orders adopted or passed by the DCJJAEP Governance Committee upon the vote of the majority of the members of the DCJJAEP Governance Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair and Vice-Chair - At the initial meeting of the DCJJAEP Governance Committee, the members in attendance shall select a Chair and Vice-Chair by the affirmative vote of a majority of the members. The Chair shall preside over the meetings of the Committee and shall be responsible for scheduling regular and special called meetings of the Committee, including the provision of notice thereof. In the absence or disability of the Chair, his/her duties shall be performed, and his/her powers may be exercised by the Vice-Chair. The Vice-

Chair shall generally assist the Chair and shall have such powers and shall perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Chair of the DCJJAEP Governance Committee.

The Chair and Vice-Chair shall serve in their respective capacities until tendering written resignation(s), or until replacement by a majority vote of the members of the DCJJAEP Governance Committee. The Chair and Vice-Chair shall be entitled to vote on all matters coming before the DCJJAEP Governance Committee.

3.6 Meetings - The DCJJAEP Governance Committee shall hold regular meetings at such time and in such place as shall be determined by the Committee. Meetings shall be held in accordance with the provisions of the Texas Open Meetings Act, and procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the DCJJAEP Governance Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.7 Notice of Meetings - Written notice of all meetings of the DCJJAEP Governance Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Governance Committee shall transmit to each member of the Governance Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.8 Duties - The duties of the DCJJAEP Governance Committee shall include, but not be limited to the following:

- (A) To develop recommended operating policies and review the operations, policies and procedures of the DCJJAEP, and to make advisory recommendations to the DCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- (B) To periodically evaluate and report to the parties regarding the ongoing success of the DCJJAEP in providing alternative education to students within the DCJJAEP;
- (C) To participate in an advisory capacity in the development of the annual operating budget for the DCJJAEP, including adjustments to the annual per student rate charged to each member ISD for discretionary expulsion students served by the DCJJAEP; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the DCJJAEP; and to monitor reimbursement to the Fiscal Agent (as hereinafter defined) for its administrative expenses in connection with its responsibilities as set forth in Section Twelve herein;

- (D) To review the contractual arrangements of the DCJB with any providers of goods and services in connection with the creation and operation of the DCJJAEP, and to make recommendations to the DCJB in connection with such contracts;
- (E) To advise the local community of all matters within the public interest relating to the creation, operation and performance results of the DCJJAEP;
- (F) To facilitate coordination with the parties to this Memorandum of Understanding on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the DCJJAEP and the subsequent transition through the ISDs' alternative education programs;
- (G) To assist the Chief Probation Officer or designee, the Deputy Director of Education, in developing a priority system for acceptance of discretionary expulsion student in the DCJJAEP in the event space becomes limited;
- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To appoint a liaison to inform the Governance Committee regarding pending legislative issues and updates.

3.9 Conflict of Interest - No member of the DCJJAEP Governance Committee shall participate in any vote or discussion upon any matter in which the Committee member, or any person related to that member within the second degree of affinity or consanguinity, has a pecuniary interest. In the event of a conflict of interest, the Committee member shall state the nature of such conflict and thereafter shall refrain from further participation in the matter.

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

4.1 The parties to this Agreement acknowledge that Texas Education Code Section 37.010(a) requires that every student who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide education services to all students who have been removed from the school setting and who are under the jurisdiction of the juvenile court, subject to the terms and conditions of this Agreement.

4.2 Students who are removed from the school district setting will be afforded due process at the ISD as provided by school district policy and federal and state law.

4.3 Any student who has been removed from a school district setting may be referred for placement in either the DCJJAEP or in the appropriate school district alternative educational program upon recommendation of

the Case Review Committee as further defined in Section Five herein.

4.4 Every party to this Agreement shall designate a Liaison as defined in Section 1.1(C), who shall be the person responsible for day-to-day communications with the other parties to this Agreement concerning the operation of the DCJJAEP.

4.5 Each ISD shall use its best efforts to notify DCJB's designated liaison in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Section 52.041. If the DCJB's designated liaison receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall be requested to order the student to attend the DCJJAEP as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.6 It is the intent of the parties to this Agreement to request that every student who has been removed from an ISD as a mandatory expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice. It is the intent of the parties to the Agreement that every student who has been removed from an ISD as a discretionary expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice, so long as adequate space is available in the DCJJAEP. Any juvenile court order placing a student in a residential placement during the student's period of assignment to the DCJJAEP may run in concurrence with that assignment unless a local ISD's policy dictates otherwise. In the event that sufficient space is unavailable in the DCJJAEP, a discretionary expulsion student may be ordered by the juvenile court to attend the alternative education program operated by the ISD from which the student was expelled until such time as space becomes available in the DCJJAEP; in the event space later becomes available in the DCJJAEP, it is the intention of the parties that the order shall provide that the student be assigned to the DCJJAEP for the time remaining in the

student's period of removal. It is the intent of the parties that there be no material interruption in the provision of educational services to expelled students under this Memorandum of Understanding.

4.7 Any student who has not been removed from the school setting but is recommended for placement in the DCJJAEP by the juvenile department, or is court-ordered to that placement shall be admitted if space is available. Mandatory and discretionary expulsions from ISDs take priority in such instances.

4.8 Failure of an ISD to timely notify the juvenile court of a student's expulsion pursuant to Texas Family Code Section 52.041 shall result in the ISD's duty to continue to educate that student until such time as the notification to the DCJB is properly made.

4.9 The DCJB shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJB ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court may immediately order the student to attend the DCJJAEP, pending resolution of the disciplinary action, including any due process hearings, at the ISD.

4.10 It is the intent of the Parties hereto that for each expelled student who is placed in the DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Students must remain in the DCJJAEP for the full period ordered by the juvenile court unless the student's home school district agrees to accept the student before the date ordered by the juvenile court. The juvenile court shall be requested to consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, and providing the student meets the requirements for admission into the public schools established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program.

4.11 In order to avoid undue disruption in the educational process for students attending DCJJAEP under this Agreement, in assigning a term of expulsion, the ISD expelling the student shall consider a term of expulsion as follows:

- (A) For mandatory placements, a minimum term of 90 days to a maximum term of 180 days; and
- (B) For discretionary placements, a minimum term of 90 days to a maximum term of 180 days with a review at 50 days for possible exit at 60 days, contingent upon the student's academic progress, attendance and adherence to the rules, policies and procedures of the DCJJAEP. The exception to this assignment would be gun - related violations which have a maximum term of 180 days.
- (C) For discretionary placements, enrollment in the DCJJAEP should minimize academic disruption of the DCJJAEP program:
 - i. There will be no admission to or enrollment in the DCJJAEP in the seven-day period preceding the administration of state-mandated assessments;
 - ii. There will be no admission to or enrollment in the DCJJAEP in the ten-day period preceding the last day of classes of either the first or second semester; and
 - iii. A student whose enrollment in the DCJJAEP is delayed under this section shall continue to receive educational services in a disciplinary placement provided at the home district pending enrollment in the DCJJAEP. Days served in the home district's disciplinary placement shall be considered the same as days served in the DCJJAEP.

The term of expulsion will terminate on the Friday following the completion of the assigned days, or at the conclusion of the next six- or nine-week grading period, with the mutual agreement of the expelling ISD and the DCJJAEP.

4.12 In the event a student engages in conduct for which the student may be subject to expulsion, and the student seeks to withdraw from school prior to receiving a hearing and a final order of expulsion, the ISDs agree that all procedural requirements will be completed to finalize an expulsion order before finalizing the student withdrawal.

4.13 Neither student nor parents or guardian of a student placed in the DCJJAEP shall be required to pay a fee, including an entrance fee or supply fee, for participating in the DCJJAEP unless law authorizes such fee.

SECTION FIVE: CASE REVIEW COMMITTEES

5.1 The Case Review Committee is hereby created for the purpose of:

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion;
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student's records for each student referred to the DCJJAEP;
- (C) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document;

- (D) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (E) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

5.2 The Case Review Committee shall review and make placement recommendations for those students who have been removed from an ISD's regular educational program and for whom placement in the DCJJAEP under this Agreement is authorized. The Case Review Committee shall be composed of, but not limited to, four members: the ISD representative making the referral, the ISD Special Education representative, one certified teacher from the service provider and two representatives of the DCJB, one of whom is the chairman. It is strongly recommended the ISD provide Special Education representation. The DCJJAEP school administrator or his or her designee will participate as an ex officio member of the Case Review Committee.

5.3 It is the intent of this Memorandum of Understanding that the Case Review Committee shall review, as soon as possible, the placement of all students who are expelled from the school setting. The Case Review Committee shall then make appropriate recommendations to the DCJJAEP, the juvenile court, and/or the ISDs regarding placement recommendations for such students. The Case Review Committee shall review the placement of each student expelled from school as expeditiously as possible to avoid delay in the provision of educational services to students served under this Memorandum of Understanding.

5.4 In making appointments to the Case Review Committee, all parties to the Memorandum of Understanding agree to make best efforts to appoint representatives that reflect the ethnic and cultural diversity of the students served by the DCJJAEP.

SECTION SIX: SPECIAL EDUCATION

6.1 The DCJB shall provide instructional services in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Individuals with Disabilities Education Improvement Act (IDEIA) Amendments of 2004. The ISD in which a student resides retains responsibility for providing and funding related services specified in the Individualized Education Program to eligible students under the Individuals with Disabilities Education Improvement Act.

6.2 The DCJB and the ISDs shall cooperate in the provision of related services to students placed in the DCJJAEP. (See Attachment A – *Procedure for Students Receiving Special Education Services*)

6.3 The ISDs shall provide reasonable notice, preferably five school days, to the administrator of the DCJJAEP to participate in any ISD's Admission, Review and Dismissal Committee (ARD) meeting where placement in the DCJJAEP will be considered or when reviewing or modifying the program of a student in the DCJJAEP. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP administrator or designee with the notice. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including participation by telephone conference call. The ISDs will be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for giving notice to the DCJJAEP Liaison of such ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for academic review team meetings as otherwise required in Section 7.1 herein.

6.4 If, after placement of a student with disabilities in the DCJJAEP under this Agreement, the administrator of the DCJJAEP has concerns that the student's educational or behavioral needs cannot be met in the DCJJAEP, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the DCJJAEP. A representative of the DCJJAEP may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the DCJJAEP.

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

7.1 The DCJB or its designee, together with the parent or guardian of each student, shall regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, together with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a graduation plan for the student. The DCJJAEP is not required to provide a course necessary to fulfill a student's high school graduation requirements other than a course specified under Texas Education Code Section 37.011(d).

7.2 The DCJB shall provide the state - required annual performance reports of all students served by the DCJJAEP. Such evaluation shall reflect the academic performance of students served in the DCJJAEP each

year.

7.3 A teacher employed by the DCJJAEP who holds certification granted under Texas Education Code Section 21.031, *et seq.*, must review all academic work of the student prior to the student's exit from the DCJJAEP and return to the school district, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Texas Education Code Section 28.002,. In accordance with Texas Education Code Section 37.011(d), such certification must be accepted by the school district and all course credit earned by the student while at the DCJJAEP shall be reflected on the student's school district transcript.

7.4 Prior to completion of a student's placement in the DCJJAEP, the DCJJAEP's designee and ISD's representative shall develop, together with the student's parent or guardian, recommendations for the student's transition to the regular school setting.

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

8.1 In accordance with Texas Education Code Section 37.011(d), the parties agree that state-mandated assessment instruments shall be administered to all students enrolled in the DCJJAEP, except where such students are exempt from such testing by an ARD committee or other legal authority. The parties agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. The DCJB shall be responsible for administering assessment instruments to those students enrolled in the DCJJAEP. Prior to scheduled testing dates, the parties will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the DCJJAEP, and the DCJB and the ISDs will cooperate in the acquisition of such materials for students in the DCJJAEP. Each ISD shall provide to the DCJJAEP administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

9.1 Facilities and staffing for the DCJJAEP shall be the responsibility of the DCJB and may be provided by the DCJB.

9.2 The DCJB agrees to provide periodic evaluations of the effectiveness of the DCJJAEP.

Such evaluations shall include but not be limited to external evaluation of student performance, fiscal audits, and review of student records, classroom observations, and surveys of students, parents and ISDs.

SECTION TEN: TRANSPORTATION

10.1 Each ISD shall be responsible for providing transportation services for students attending the DCJJAEP, either directly or through an agreement with another provider.

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

11.1 The governing body of each party to this Memorandum of Understanding finds that in order to appropriately serve students receiving services under this Memorandum of Understanding, the sharing of information pertinent to the provision of juvenile justice, education and rehabilitation services is essential and in the best interests of the students served. Each party to this Memorandum of Understanding further agrees that any juvenile and/or educational record shared under this Memorandum of Understanding shall be kept strictly confidential and shall only be released to persons with legitimate educational, behavioral and/or treatment-related interests in the student affected.

11.2 Upon referral of a student to the DCJJAEP, the student's home school district shall forward to the DCJJAEP the same records it is required to forward to another public school when a student transfer. The student's home school shall provide the following records to the DCJJAEP:

- (A) For students in middle school, the student's Middle School Plan, which is a list of courses offered, by grade level, and the course credit earned by the student;
- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student;
- (C) The student's current transcript including all achievement test scores recorded on that document;
- (D) The student's current year report card;
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject;
- (F) The student's records related to State-mandated testing;
- (G) The student's current year attendance record;

- (H) The student’s latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student’s Behavior Intervention Plan (BIP), in accordance with Paragraph 6.1 of this Memorandum of Understanding;
- (I) The student’s health records;
- (J) The student’s home language survey;
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practical, the student’s home school district shall forward the student’s previous year’s attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

12.1 All Districts participating in the MOU must pay a \$3,000.00 annual administrative fee.

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2021 – 2022 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the “actual cost” of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - Dallas County shall keep accurate records of student attendance at the JJAEP in accordance with TEA guidelines. The County will sign – off, each month on said accuracy. In the event that a student fails to attend school at the JJAEP in accordance with state compulsory attendance laws, Dallas County shall provide the student and the student’s parents with a warning notice in compliance with Texas Education Code Section 25.095. A copy of such notice shall be provided to the ISD from which the student was expelled. If a student enrolled in the JJAEP fails to attend school without excuse on 10 or more days or parts of days within a six-month period in the same school year, or if a student fails to attend school without excuse on three or more days or parts of days within a four-week period, the ISD from which the student was expelled may file a complaint against the student or the student’s parent or both as provided under Texas Education Code Section 25.0951.

12.4 Fiscal Agent - Region 10 Education Service Center (ESC) shall serve as the Fiscal Agent of the ISDs with respect to payment by the ISDs to the DCJB for DCJJAEP services in accordance with Section 37.012 of the Texas Education Code. In its capacity as Fiscal Agent, ESC shall be responsible for receiving funds from the respective ISDs for the establishment and operation of the DCJJAEP and shall transfer such funds in a timely fashion to the DCJB.

12.5 Assistance to the DCJB - To the extent requested by the DCJB, the ESC shall advise the DCJB regarding the establishment of appropriate record keeping and accounting functions and procedures for the DCJJAEP. DCJB agrees to cooperate with ESC on all matters relating to the ESC's responsibilities as Fiscal Agent for the ISDs concerning the funding for the DCJJAEP.

12.6 Sharing of Financial and Enrollment Information - The DCJB and “the” ESC agree to share information and records, including access to accounting and other non-confidential information, regarding the number of students served by the DCJJAEP and the costs incurred in connection with the establishment and operation of the DCJJAEP, so as to allow ESC to accurately assess and verify the amounts to be paid by the ISDs to the DCJB in connection with the DCJJAEP.

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

12.8 Accounting to ISDs - In its capacity as Fiscal Agent, ESC shall provide accounting to the ISDs on an as-requested basis of the amounts paid to the DCJB in connection with the DCJJAEP, together with supporting documentation.

12.9 Billing - DCJB agrees to establish and coordinate billing arrangements with the ISDs and ESC with respect to the ISDs' funding responsibilities for the DCJJAEP.

12.10 Audit - At least annually, ESC shall provide an audited accounting to the ISDs and DCJB of funds received and paid with respect to the DCJJAEP.

12.11 Budget - In addition to the provision of services as Fiscal Agent, ESC shall provide recommendations to DCJB on budgetary matters relating to the establishment and operation of the DCJJAEP.

12.12 Reimbursement - The ISDs agree to reimburse ESC for its reasonable administrative expenses incurred in its capacity as Fiscal Agent. Such reimbursement responsibility shall be allocated to the ISDs in proportion to their annual funding requirements to the DCJJAEP. ESC shall maintain and provide detailed accounting to the ISDs for all reimbursable administrative expenses incurred in connection with its service as Fiscal Agent and shall submit invoices on a quarterly basis to the ISDs for such services. Revenue that exceeds operating costs will be channeled back into the fund balance for the purpose of operating the JJAEP only.

12.13 Funding Not Required for Certain Students - In the event a juvenile court with jurisdiction over a student who has not been expelled from school orders that the student attend the DCJJAEP as a term or condition of probation, the ISD which the student attended at the time the juvenile court entered such order shall not be required to make any payment to the DCJJAEP under Section 12.1 herein.

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2022. This Memorandum of Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement entered not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, this Memorandum of Understanding may be terminated prior to the expiration of the term hereof by written mutual agreement of the DCJB and a participating ISD. In such event, the Memorandum of Understanding will remain in force and effect with respect to the remaining ISDs.

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

14.1 The expeditious hearing of all cases related to the DCJJAEP by the juvenile court is crucial to the spirit and the letter of both the Education and the Juvenile Justice Codes. The DCJB and juvenile courts will utilize their best efforts to provide a system whereby all cases related to the DCJJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting.

SECTION FIFTEEN: MISCELLANEOUS

15.1 Amendments - If changed conditions are encountered during the term of this Memorandum of Understanding, the Memorandum of Understanding may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements or modifications shall be in writing.

15.2 Records and Reporting Requirements - Throughout the term of this Memorandum of Understanding, the Parties agree to establish and maintain detailed records regarding the administration and operation of the ISDs' alternative education programs and DCJJAEP, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.3 Legal Requirements - The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments.

15.4 Notices - Except where oral notice is specifically allowed or required under this Memorandum of Understanding, any notice provided hereunder by any party shall be in writing and may either be (1) delivered by hand to the party or, the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; or (4) delivered by electronic mail transmission, to the addresses that follows, electronic mail address, or telecopy number. Notice deposited in the United States mail in the manner hereinabove described shall be deemed received two (2) business days after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. Any party may designate a different agent or address for notice purposes by giving the other parties ten (10) days written notice in the manner provided above.

15.5 Integration Clause - This Memorandum of Understanding, including attachments, contains the entire agreement of the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Memorandum of Understanding shall be of any force or effect.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Memorandum of Understanding are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Memorandum of Understanding shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this Memorandum of Understanding to be inconsistent with the intent of the parties hereto.

15.7 Non - assignment - No assignment of this Memorandum of Understanding or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

15.8 Waiver - No waiver of a breach of any provision of this Memorandum of Understanding shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither the DCJB, Region 10 Education Service Center nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

15.10 Available Funds - The Parties to this Memorandum of Understanding expressly acknowledge and agree that all monies paid pursuant to this Memorandum of Understanding shall be paid from budgeted available funds for the current fiscal year of each such entity.

15.11 Open Meetings - The meetings at which this Memorandum of Understanding was approved by the Parties' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

IN WITNESS THEREOF, the undersigned Parties acting under the authority of their respective governing boards have caused this Memorandum of Understanding to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Memorandum of Understanding.

- I. School districts may only expel a student with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA) provisions and regulations.

DCJJAEP placement may result if:

- A. The expellable behavior is not a manifestation of the student’s disability; or
- B. The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury) and the length of placement in the DCJJAEP does not exceed 45 days; or
- C. The expellable behavior is a manifestation of the student’s disability, but the parent and the sending school district agree to a change of placement to the JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP for solely educational purposes.
- II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the Admission, Review and Dismissal (ARD) Committee regarding placement and the continuation of special education services to students while at the DCJJAEP.

Nothing in these Procedures shall be construed to relieve the DCJJAEP or the local education agency of its statutory obligations under Texas law to students eligible for special education services under the IDEA. Likewise, nothing in these Procedures shall be construed to create a duty on the participating sending districts to indemnify the DCJJAEP for any failure to provide services that the DCJJAEP is required to provide under this MOU.

DCJJAEP, pursuant to the Memorandum of Understanding Regarding Dallas County Juvenile Justice Alternative Education Program (the “MOU”) as it may be modified from time to time and the IDEA, shall provide special education instructional services in a full continuum of arrangements, as specified as appropriate in the student’s Individualized Education Plan (IEP).

Per 34 CFR § 300.114 Least Restrictive Environment (LRE) requirements.

(a) General.

- (1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.
- (2) Each public agency must ensure that
- (i) To maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and
- (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such

that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The student's IEP will include, as appropriate, a Functional Behavioral Assessment (FBA), behavioral intervention services and modifications that are designed to provide instruction so that the behavior does not interfere with the ability of the student to receive an educational benefit.

- A. The sending school district will be responsible for the provision of related services as specified in the student's IEP. Also, if speech services are in the IEP, the sending district will send a speech services provider to the DCJJAEP to render those services.
 - B. The sending school district will conduct any required evaluation or re-evaluation and hold IEP meetings as appropriate.
- III. Upon enrollment of a student who receives special education services, the DCJJAEP Special Education Designee will notify the special education administration from the sending school district. The Designee will also notify special education administration when a student who is enrolled at DCJJAEP changes residence into a different school district.
- IV. During the time that the student is placed in the DCJJAEP, the sending school district and DCJJAEP agree as follows:
- A. The DCJJAEP special education teacher will review the IEP and inform the appropriate instructional staff regarding required IEP implementation, including identified accommodations and/or modifications needed to ensure progress toward the IEP. If a student's needs change, DCJJAEP staff shall notify the sending school district. The sending school district will promptly convene an ARD meeting with the appropriate school district staff and DCJJAEP staff to address the student's needs.
 - B. The DCJJAEP special education teacher shall provide the direct special education service as indicated on the IEP and provide indirect service to the regular instructional staff regarding implementation of the IEP according to the frequency and duration of service as indicated on the student's IEP and in compliance with IDEA 2004 statutory requirements.
 - C. The sending school district is responsible for periodic monitoring of each student's performance at DCJJAEP.
 - 1. Parents of students who receive special education services must receive progress reports at least as often as parents of regular education students or as identified in the student's current IEP documents. Such progress report must be based on progress on IEP goals and objectives and is in addition to the grade report.
 - 2. The DCJJAEP special education teacher shall assist in monitoring and documenting the progress of students who receive special education services. DCJJAEP will provide the sending school district information pertaining to each student's progress. This shall be a copy of the LEA's designated reporting period (6 or 9 weeks) IEP progress report sent to parents by DCJJAEP.

- V. The DCJJAEP Special Education Designee shall notify the special education administration of the sending school district at least three weeks prior to the return of a student to the district. The sending school district shall convene an ARD committee meeting including DCJJAEP general and special education staff and other required members to consider exit and transition to the sending school district. The DCJJAEP shall provide to the ARD committee:
1. Data related to present levels of academic achievement and functional performance
 2. Recommendations of updated goals and objectives based on progress monitoring reports
 3. Recommendations for proposed goals and objectives
 4. Student's current report card and transcript
 5. Summary of successful behavioral interventions
- VI. DCJJAEP administration shall ensure and document that all staff are trained annually and adhere to legal requirements of confidentiality.
- DCJJAEP administrators shall ensure and document that all staff are trained annually and adhere to IDEA requirements and state regulations.

2021 – 2022
Dallas County Juvenile Justice Alternative Education Program

Attachment B
Procedures for Students with English as a Second Language

- I. School districts may only expel a student with English as a Second Language (ESL) if:
 - The school district provides due process in a language that the student and the parent/s understand.
 - The DCJJAEP is provided notice that the student is receiving language acquisition support/services to ensure that a continuity of instruction will occur.

- II. The DCJJAEP must provide ESL instruction with a certified teacher.
 - The sending school will send required information (LPAC and grade records, applicable interventions, etc.) to help with the student's instruction
 - Parents of students who receive ESL services must receive progress reports at least as often as parents of non-ESL students in a language they understand.

- III. Students enrolled with DCJJAEP at the time of the TELPAS testing window will take all four domains of the TELPAS language proficiency assessment. Results will be provided to parents as required by law, once received by the student's home school

2021-2022 Superintendent Distribution List

<p>TO CARROLLTON-FARMERS BRANCH ISD:</p> <p>Dr. John Chapman, Superintendent of Schools Carrollton-Farmers Branch ISD P.O. Box 115186 / 1445 N. Perry Road Carrollton, Texas 75011-5186 (972) 968.6100 (972) 968.6217 [FAX] chapmanj@cfbisd.edu</p>	<p>TO CEDAR HILL ISD:</p> <p>Dr. Gerald Hudson, Superintendent of Schools Cedar Hill ISD 285 Uptown Blvd., Bldg. 300 Cedar Hill, Texas 75104-3506 (972) 291.1581 X4011 (972) 291.5231 [FAX] gerald.hudson@chisd.net</p>
<p>TO COPPELL ISD:</p> <p>Dr. Brad Hunt, Superintendent of Schools Coppel ISD 200 South Denton Tap Road Coppel, Texas 75019-3205 (214) 496.6000 (214) 496.8006 [FAX] bhunt@coppellisd.com</p>	<p>TO DALLAS COUNTY JUVENILE BOARD:</p> <p>Mr. Darryl Beatty, Director Juvenile Justice Center 2600 Lone Star Drive Dallas, Texas 75212 (214) 698.2223 (214) 698.5508 [FAX] darryl.beatty@dallascounty.org</p>
<p>TO DALLAS ISD:</p> <p>Dr. Michael Hinojosa, Superintendent of Schools Dallas ISD 9400 N. Central Expwy Dallas, Texas 75231 (972) 925.3700 / (972) 925.3200 (972) 925.3201 [FAX] arodriguez@dallasisd.org</p>	<p>TO DESOTO ISD:</p> <p>Dr. D'Andre Weaver, Superintendent of Schools DeSoto ISD 200 East Beltline Road DeSoto, Texas 75115-5795 (972) 223.6666 (972) 274.8011 [FAX] dandre.weaver@desotoisd.org</p>
<p>TO DUNCANVILLE ISD:</p> <p>Dr. Marc Smith, Superintendent of Schools Duncanville ISD 710 South Cedar Ridge Dr. Duncanville, Texas 75137-2316 (972) 708.2000 (972) 708.2020 [FAX] superintendent@duncanvilleisd.org</p>	<p>TO GARLAND ISD:</p> <p>Dr. Ricardo Lopez, Superintendent of Schools Garland ISD P. O. Box 469026 / 501 S. Jupiter Road Garland, Texas 75046-9026 (972) 494.8201 (972) 485.4936 [FAX] rlopez@garlandisd.net</p>
<p>TO GRAND PRAIRIE ISD:</p> <p>Linda Ellis, Superintendent of Schools Grand Prairie ISD P. O. Box 531170 / 2602 S. Belt Line Rd. Grand Prairie, Texas 75053-1170 (972) 264.6141 (972) 237.5440 [FAX] susan.simpson@gpisd.org</p>	<p>TO HIGHLAND PARK ISD:</p> <p>Dr. Thomas Trigg, Superintendent of Schools Highland Park ISD 7015 Westchester Drive Dallas, Texas 75205-1061 (214) 780.3000 (214) 780.3004 [FAX] trigg@hpsid.org</p>

2021-2022 Superintendent Distribution List

<p>TO IRVING ISD:</p> <p>Magda Hernandez, Superintendent of Schools Irving ISD P.O. Box 152637 / 2621 W. Airport Freeway Irving, Texas 75015-2637 (972) 600.5001 (972) 215.5003 [FAX] mhernandez@irvingisd.net</p>	<p>LANCASTER ISD:</p> <p>Dr. A. Katrise Perera, Superintendent of Schools Lancaster ISD 422 S. Centre Street Lancaster, Texas 75146-0400 (972) 218.1400 (972) 218.1401 [FAX] katriseperera@lancasterisd.org</p>
<p>TO MESQUITE ISD:</p> <p>Dr. David Vroonland, Superintendent of Schools Mesquite ISD 3819 Towne Crossing Mesquite, Texas 75150 (972) 288.6411 (972) 882.7787 [FAX] dvroonland@mesquiteisd.org</p>	<p>TO REGION 10 EDUCATION SERVICE CENTER:</p> <p>Craig Raley Program Coordinator Region 10 Education Service Center 400 East Spring Valley Road Richardson, Texas 75081-5101 (972) 348.1000 (972) 348.1001 [FAX] craig.rale@region10.org</p>
<p>TO RICHARDSON ISD:</p> <p>Dr. Jeannie Stone, Superintendent of Schools Richardson ISD 400 South Greenville Avenue Richardson, Texas 75081-4198 (469) 593.0000 (469) 593.0402 [FAX] Jeannie.stone@risd.org</p>	<p>TO SUNNYVALE ISD:</p> <p>Mr. Doug Williams, Superintendent of Schools Sunnyvale ISD 417 East Tripp Road Sunnyvale, Texas 75182-9544 (972) 226.5974 / 972.226.7601 (972) 226.6882 [FAX] doug.williams@sunnyvaleisd.com</p>

Approval Signatures for

DCJJAEP 2021-2022 Memorandum of Understanding (page 1)

	Signature	Position	Date
DALLAS COUNTY JUVENILE BOARD			

District	Signature	Position	Date
REGION 10 ESC			

District	Signature	Position	Date
CARROLLTON FARMERS BRANCH ISD			

District	Signature	Position	Date
CEDAR HILL ISD			

District	Signature	Position	Date
COPPELL ISD			

District	Signature	Position	Date
DALLAS ISD			

District	Signature	Position	Date
DESOTO ISD			

District	Signature	Position	Date
DUNCANVILLE ISD			

Approval Signatures DCJJAEP MOU (page 2)

District	Signature	Position	Date
GARLAND ISD			

District	Signature	Position	Date
GRAND PRAIRIE ISD			

District	Signature	Position	Date
HIGHLAND PARK ISD			

District	Signature	Position	Date
IRVING ISD			

District	Signature	Position	Date
LANCASTER ISD			

District	Signature	Position	Date
MESQUITE ISD			

District	Signature	Position	Date
RICHARDSON ISD			

District	Signature	Position	Date
SUNNYVALE ISD			

APPROVED AS TO FORM:

	Signature	Position	Date
ATTORNEY FOR REGION 10 ESC			

DCJJAEP Governance Committee
CALENDAR OF 2021-2022 MEETING DATES

<u>Day / Date</u>	<u>Time</u>	<u>Site</u>
Friday, August 27, 2021 (optional)	10:00 AM	Zoom
Friday, September 24, 2021	10:00 AM	Zoom
Friday, October 29, 2021	10:00 AM	Zoom
Friday, November 2021	No meeting	
Friday, December 10, 2021	10:00 AM	Zoom
Friday, January 28, 2022	10:00 AM	Zoom
Friday, February 25, 2022	10:00 AM	Zoom
Friday, March 25, 2022	10:00 AM	Zoom
Friday, April 29, 2022	10:00 AM	Zoom
Friday, May 20, 2022	10:00 AM	Zoom
Tuesday, June 7, 2022 (optional)	10:00 AM	Zoom

CONSENT AGENDA ITEM

7/19/2021

TOPIC: Consider a Motion to Assign to the Superintendent or Designee the Permission to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Collector and Further Assign to the Superintendent or Designee to Set the Date and Time for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2021-2022 School Year.

SUBMITTED BY: Gary Micinski / Cher Elzy

BACKGROUND: For at least the past 20 years the tax rate and budget adoption has been similar year after year. ISD's calculated a budget and appraisal districts provided taxing values and then the ISD's calculated a tax rate and published both budget numbers and tax numbers in the paper for public hearing(s) to discuss and adopt the budget and rate. However, in the 86th legislative session they passed Senate Bill 2 which drastically changes the way governmental agencies adopt budgets and tax rates.

On or around July 25th the school district will send data to TEA for them to calculate a base rate for the District. TEA will be setting the maintenance and operation portion of the rate. We are still required to have a hearing(s) to discuss and adopt a budget and tax rate. However, due to the timing of the data used for the notice, the Administration requests permission to publish the required schedule(s) and to set a date and time for a public hearing(s).

The goal of this item is to maintain the adoption of the budget and tax rate in August.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Assign to the Superintendent or Designee the Permission to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Collector and Further Assign to the Superintendent or Designee to Set the Date and Time for any Meetings Necessary to Adopt a Budget and Tax Rate for the 2021-2022 School Year.

RECOMMENDED BOARD MOTION: I recommend the Board Assign to the Superintendent or Designee the Permission to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Collector and Further Assign to the Superintendent or Designee to Set the Date and Time for any Meetings Necessary to Adopt a Budget and Tax Rate for the 2021-2022 School Year.

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-35 Approving the Renewal of Award of Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Services.

SUBMITTED BY: Dr. Jaird, Dr. Edwards-Scott and J. Pilgrim

BACKGROUND: On July 27, 2020 the Board of Trustees Approved the Award of Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Services. The Special Education Department has stated that the Thirty-one (31) awarded vendors have provided satisfactory service in accordance with the specifications and scope of services. The services are used to meet student needs when no in-district expertise is available (example: audiological services, vision services, low incident disabilities identification, translation services, program needs assessment, etc.). The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This is the first year of three (3) annual renewal options.

FUNDING SOURCE: Various Federal and Local Fund

COSTS: Estimated \$225,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #20-44-884 for the Purchase of Special Education Services. This is the First year of three (3) annual renewal options.

RECOMMENDED BOARD ACTION:

I move the Board Approve the Renewal of Award of RFP #20-44-884 for the Purchase of Special Education Services. This is the first year of three (3) annual renewal options.

Additional Agenda Sheets Attached: Yes No


AGENDA SHEET

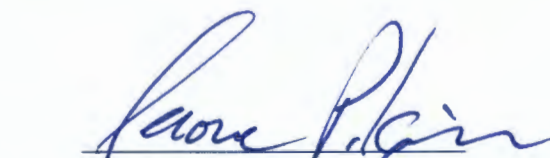
Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-35 Approving the Renewal of Award of Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Services.

Item No.	2021-35
Recommended Vendor(s)	Refer to Attachment 3 Recommended Vendors
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	First year of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


 DR. JACKIE GORENA
 CHIEF LEARNING OFFICER


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 7, 2021
2. Memo from Dr. Cynthia Laird dated July 6, 2021
3. List of Recommended Vendors

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: July 7, 2021

Subject: **Recommendation: Approving Renewal of Award of (RFP) #20-44-884
for the Purchase of Special Education Services**

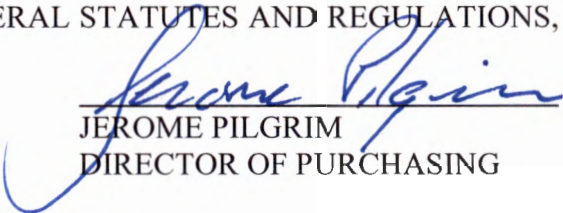
Thirty-one (31) vendors were awarded on July 27, 2021 for RFP #20-44-884 for the Purchase of Special Education Services.

The awarded vendors are used primarily by the Special Education Department to meet student needs when no in-district expertise are available (example: audiological services, vision services, low incident disabilities identification, translation services, program needs assessment, etc.). The multiple vendor award also includes staff development firms to provide on-going training as to best serve our children. The services covered by these firms include Educational Consultants with expertise in behavior and instructional improvement, Licensed Physical Therapists, Licensed Audiologists, Licensed Psychologists, and many others to provide services to meet the needs of our children and support our staff.

Recommendation is made to Approve the Renewal of Award of (RFP) #20-44-884 for the Purchase of Special Education Services to the firms listed on Attachment 3 – List of Recommended Vendors.

Purchasing concurs with the recommendation to approve the renewal of the award. The estimated amount recommended for award is \$225,000 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING



MAGDA HERNANDEZ
Superintendent of Schools

BOARD OF TRUSTEES:

RANDY RANDLE, President

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Secretary

TONY GRIMES

A.D. JENKINS

MICHAEL KELLEY

ROSEMARY ROBBINS, Ed.D.

To: Jerome Pilgrim, Director of Purchasing
From: Dr. Cynthia Jaird, Executive Director of Learning Programs
Dr. Michelle Edwards-Scott, Director of Special Education-
Compliance
Date: July 6, 2021
Subject: Renewal of Award of RFP #20-44-884 Special Education
Services

The Special Education Department is recommending the approval Renewal of Award of RFP #20-44-884 for necessary services that will be provided by multiple vendors to Irving ISD students when services cannot be provided by district staff. The RFP #20-44-884 also includes vendors who will provide on-going staff development school personnel.

Services offered include Educational Consultants with expertise in behavior and instructional improvement, licensed therapists, and many others who will provide services to meet the needs of our students and staff.

It is anticipated that the district will not exceed \$225,000 annually in total. The funds used to contract these services will come from Federal and local funds.

**ATTACHMENT 3
LIST OF RECOMMENDED VENDORS**

**RFP #20-44-884 SPECIAL EDUCATION PROFESSIONAL SERVICES
AWARDED VENDORS**

360 Degree Customer Inc
Advanced School Staffing (Advanced Medical Personnel Services, LLC)
Cobb Pediatric Speech Services LLC
Cross Country Education (Cross Country Staffing, New Mediscan LLC)
Dionna Latimer-Hearn Speech Pathology & Educational Consulting
EDU Healthcare, LLC
Healthpro Pediatrics, LLC
Heather Towell
Invo Healthcare Associates, LLC.
Jargon Group, LLC
Jewell Educational Services
Kathy Hoes
LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)
LeTourneau & Associates, LLC
Maxim Healthcare Staffing Services, Inc.
Orange Tree Staffing, LLC
Paramount Educational Evaluation & Consulting Service, LLC
Pediatric Developmental Services (The Therapy Spot)
Pediatric Therapy Associates
Positive Behavior Supports Corp
Rethink Autism, Inc.
Soliant Health
STAAR-Alt Helper
Stephanie Robinson
Sunbelt Staffing, LLC
Supplemental Health Care
The Helm ABA (Sara Feldman)
Therapia Staffing LLC
TouchMath LLC (TouchMath Acquisition LLC)
Translation and Interpretation Network
University of TX at Dallas Callier Center for Communication Disorders

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-36 Approving the Renewal of Award of Request for Proposal (RFP) #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals.

SUBMITTED BY: J. Pilgrim

BACKGROUND: On July 20, 2018 the Board of Trustees Approved the Award of Request for Proposal (RFP) #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. The twenty-four (24) awarded vendors have provided satisfactory service in accordance with the specifications and scope of services. The award provides approved vendors for programs such as Bullying Education, Drugs, Alcohol, and Tabaco Prevention, PSAT/SAT Seminars, Student Bilingual and Multi-Cultural Education, and various Education Programs related to Reading, Language Arts, Writing, Science, and Math. The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This is the final year of three (3) annual renewal options.

FUNDING SOURCE: Various Federal and Local Funds

COSTS: Estimated \$200,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. This is the final year of three (3) annual renewal options.

RECOMMENDED BOARD ACTION:

I move the Board Approve the Renewal of Award of RFP #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. This is the final year of three (3) annual renewal options.

Additional Agenda Sheets Attached: Yes No

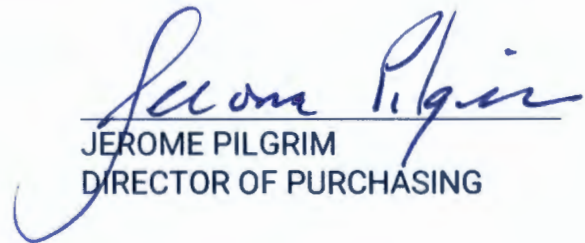
AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-36 Approving the Renewal of Award of Request for Proposal (RFP) #18-71-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals.

Item No.	2021-36
Recommended Vendor(s)	Refer to Attachment 1 Recommended Vendors
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	Final year of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 7, 2021
2. List of Recommended Vendors

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: July 7, 2021

Subject: **Recommendation: Approving Renewal of Award of (RFP) #18-71-737
for the Onsite Campus Instructional Programs and Campus
Equipment Rentals**

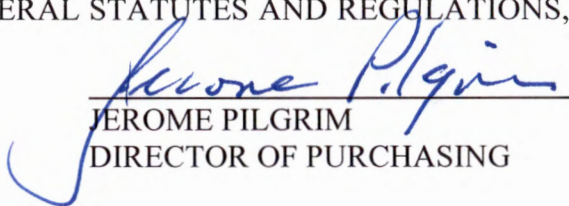
Twenty-four (24) vendors were awarded on July 20, 2018 for RFP #18-71-737 for Onsite Campus Instructional Programs and Campus Equipment Rentals.

The awarded vendors have provided satisfactory service in accordance with the specifications and scope of services. The services covered by these vendors include Bullying Education, Drugs, Alcohol, and Tabaco Prevention, PSAT/SAT Seminars, Student Bilingual and Multi-Cultural Education, and various education Programs related to Reading, Language Arts, Writing, Science and Math and many others to provide services to meet the needs of our children and support our staff.

Recommendation is made to Approve the Renewal of Award of (RFP) #18-71-737 for the Onsite Campus Instructional Programs and Campus Equipment Rentals to the vendors listed on Attachment 2 – List of Recommended Vendors.

Purchasing recommends approval of the award. The estimated amount recommended for award is \$200,000 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING

RFP #18-71-737 ONSITE CAMPUS INSTRUCTIONAL
PROGRAMS
PART A

All About Animals
Animal Edutainment (A & B)
Bureau of Lectures & Concert Artists Inc
David D'Angelo Productions
Dallas Zoo Management
DVA Productions
Dennis Lee Production
Just Say Yes
Learn-It System
National Inventors Hall of Fame
Nexplore USA
Perot Museum of Nature & Science
Diana Rendina
Trillion Small Counseling & Consulting

PART B

Aire Designs of Texas
Animal Edutainment (A & B)
At Once Party Rental
Big Daddy Music
Happy Trails Rail
Liberty Inflatables & Party Rentals
Snapshot Mediaworks
Social Films Booth
Starwalk of Dallas
Wow Factor Events & Decor

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-37 Approving the Renewal of Award of Request for Proposal (RFP) 20-45-737 for the Purchase of Printed Apparel.

SUBMITTED BY: Jerome Pilgrim

BACKGROUND: On July 13, 2020, the Board approved the award of Request for Proposals (RFP) #20-45-737 for the purchase of Campus and Department Printed Apparel. Ten (10) vendors were awarded in order to supply the variety and customized needs of the District. All vendors awarded have provided satisfactory service and products in accordance with specifications, pricing and terms of the award. Purchases against this award are on an "as needed basis." Due to the number of vendors being recommended, district staff is requested to solicit three (3) quotes for purchase requests that exceed \$300.00 and select the quote providing best value to the district based on price, availability and delivery times. Therefore, the Administration recommends renewal of the award for an additional twelve (12) month term. The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This is the first year of three (3) annual renewal options.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated Amount \$400,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve renewal of the Award of RFP #20-45-737 for the Purchase of Campus and Department Printed Apparel to multiple vendors for the first of three (3) annual renewal options.

RECOMMENDED BOARD ACTION:

Move the Board approve the renewal of Award of RFP #20-45-737 for the Purchase of Campus and Department Printed Apparel to multiple vendors for the first of three (3) annual renewal options.

Additional Agenda Sheets Attached: X Yes No

AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-37 Approving the Renewal of Award of Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel.

Item No.	2021-37
Recommended Vendor(s)	Refer to Attachment 2 – Awarded Vendors
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	First of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Jerome Pilgrim dated June 30, 2021
2. Recommended Vendors List

PURCHASING AWARD RECOMMENDATION

DATE: June 30, 2021

TO: Board of Trustees
Magda Hernandez, Superintendent of Schools

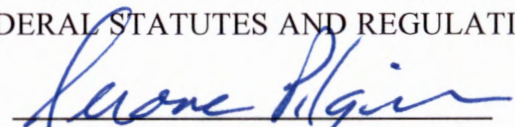
FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: Recommendation: Renewal of Award of Request for Proposal (RFP) #20-45-737 for the Purchase of Campus and Department Printed Apparel

I recommend the Board renew the Award for RFP #20-45-737 for the purchase of Campus and Department Printed Apparel. Ten (10) vendors were awarded in order to supply the variety and customized needs of the District. One (1) vendor, Jukebox Promotions, opted out due to lack of staff to respond to numerous quote requests. All vendors awarded have provided satisfactory service and products in accordance with specifications, pricing and terms of the award. The list below reflects the current year's spend report per vendor from August 1, 2020 to current. A portion of the funds listed below are from Student Activity Accounts. Recommendation is made to approve the renewal of the award for the second of four (4) annual renewal options. The term of the approval will be from August 1, 2021 to July 31, 2022.

Clever Items	\$ 12,378.00
DFW Impression	\$ 12,800.00
Finishline Prints	\$174,209.00
Gandy Ink	\$ 9,002.00
Graphic Wear	\$ 2,097.00
Groggy Dog Sportswear & Graphic	\$ 8,477.00
Horizon Imprinting	\$ 45,109.00
MGM Printing Services	\$ 1,252.00
Proforma A-Z Specialties	\$ 19,297.00
TOTAL	\$284,621.00

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDORS PROVIDE THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLIED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



 JEROME PILGRIM
 DIRECTOR OF PURCHASING

Vendor List
RFP #20-45-737 – Printed Apparel

Clever Items	Arlington, Texas
DFW Impression	Ft. Worth, Texas
Finishline Prints	Irving, Texas
Gandy Ink	San Angelo, Texas
Graphic Wear	Irving, Texas
Groggy Dog Sportswear & Graphic	Denton, Texas
Horizon Imprinting	Irving, Texas
MGM Printing Services Inc	Richland Hills, Texas
Proforma A-Z Specialties	Duncanville, Texas
Jukebox Promotional**	Richardson, Texas

** Jukebox Promotional opted out of award due to lack of staff to respond to numerous quote requests.

CONSENT AGENDA ITEM – BIDS

7/19/2021

TOPIC: Consider Approval of Item No. 2021-38 Approving the Award of Request for Proposal (RFP) #21-102-880 for Purchase of Bilingual and ESL Instructional Materials.

SUBMITTED BY: B. De La Sierra and J. Pilgrim

BACKGROUND: On May 19, 2021, Irving ISD issued RFP #21-102-880 for Bilingual and ESL Instructional Materials. Thirty-four (34) proposals were received on June 28, 2021, for evaluation. Following review, it was determined that all Thirty-four (34) of the vendors that responded met the requirements and scope of services established by the Bilingual, ESL and Language Services Department. The Bilingual, ESL and Language Services Department recommends award of the thirty-four (34) compliant vendors and Purchasing concurs. The vendors provide the district with a variety of bilingual, and ESL instructional materials (i.e. TEKS aligned lessons and activities, culturally relevant instructional materials, authentic Spanish resources, targeted enrichment/intervention in math and ELAR, K-12 classroom libraries and products to support parent enrichment). Vendors will be used on an as needed basis and price quotes will be obtained prior to each purchase. The award is for one (1) year, with the option to renew for three (3) additional twelve (12) month periods.

FUNDING SOURCE: Various Federal and Local Funds

COSTS: Not to exceed \$350,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Award of RFP #21-102-880 for Bilingual and ESL Instructional Materials.

RECOMMENDED BOARD ACTION:

I move the Board Approve the Award of RFP #21-102-880 for Bilingual and ESL Instructional Materials.

Additional Agenda Sheets Attached: Yes No


AGENDA SHEET

Meeting Date: 7/19/2021

Topic: Consider Approval of Item No. 2021-38 Approving the Award of Request for Proposal (RFP) #21-102-880 for the Purchase of Bilingual and ESL Instructional Materials.

Item No.	2021-38
Recommended Vendor(s)	Refer to Attachment 1
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) additional twelve (12) month periods
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



DR. JACKIE GORENA
CHIEF LEARNING OFFICER



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 7, 2021
2. Memo from Blanca De La Sierra dated July 6, 2021
3. Awarded Vendors

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: July 7, 2021

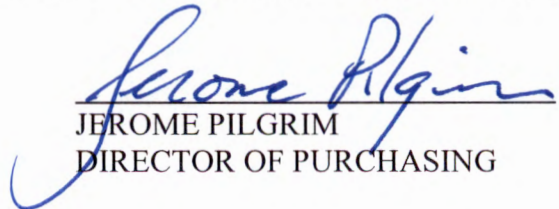
Subject: **Recommendation: Approving Renewal of Award of (RFP) #21-102-880
for the Purchase of Bilingual and ESL Instructional Materials**

Thirty-four (34) proposals were received on June 28, 2021 for evaluation. Following review, it was determined all thirty-four (34) met the requirements and scope of services established by the Bilingual, ESL and Language Services Department.

Recommendation is made to Approve the Award of (RFP) #21-102-880 for the Purchase of Bilingual and ESL Instructional Materials to the firms listed on Attachment 3 – List of Recommended Vendors. Vendors will be utilized on an as needed basis and price quotes will be obtained prior to each purchase.

Purchasing concurs with the recommendation to approve the renewal of the award. The estimated amount recommended for award is \$350,000.00 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING



MAGDA HERNANDEZ
Superintendent of Schools

BOARD OF TRUSTEES:

RANDY RANDLE, President

NUZHAT HYE, Vice President

PAMELA CAMPBELL,
Secretary

TONY GRIMES

A.D. JENKINS

MICHAEL KELLEY

ROSEMARY ROBBINS, Ed.D.

To: Jerome Pilgrim, Director of Purchasing
From: Dr. Cynthia Jaird, Executive Director of Learning Programs
Blanca De La Sierra, Director of Bilingual, ESL and Learning
Services
Date: July 6, 2021
Subject: Award of RFP #21-102-880 Bilingual and ESL Instructional
Materials

The Bilingual, ESL and Learning Services Department is recommending the approval Award of RFP #21-102-880 for Bilingual and ESL Instructional Materials that will be provided by multiple vendors to Irving ISD students on an as needed basis.

Instructional Materials offered by the vendors will include; TEKS aligned lessons and activities, culturally relevant instructional materials, authentic Spanish resources, targeted enrichment/intervention in Math and ELAR, K-12 Classroom Libraries, and products to support parent enrichment meet the needs of our students and staff.

It is anticipated that the district will not exceed \$350,000 annually in total. The funds used to contract these services will come from Federal and local funds.

Attachment 3- List of Recommended Vendors

TEKS Aligned Lessons and Activities

GF Educators, Inc
Mentoring Minds
ESCLearning Systems
BeeReaders Inc
Heinemann
Learning Without Tears
Frog Publications
Scholastic Inc.
Frog Street Press
Estrellita, Inc
McGraw Hill, LLC
Vista Higher Learning
National Education
Stenhouse
Savas Learning
Cengage Learning
Capstone
Steps to Literacy
Teacher Created Materials
The Latino Family Literacy Project
Learning A-Z, LLC
Discount School Supply
Lakeshore Learning Materials

Culturally Relevant Instructional Materials

Benchmark Education Company
Mentoring Minds
BeeReaders
Scholastic Inc.
Kaplan Early Learning
Tools4Reading
Rally Education
Read Naturally
QEP Professional
Estrillita
McGraw Hill
Vista Higher Learning
Express Booksellers
National Education
Stenhouse Publishing
Really Good Stuff
Savvas Learning
Cengage Learning
Capstone
Steps to Literacy
Teacher Created Materials
The Latino Family Literacy Project
Learnig A-Z, LLC

Discount School Supply
Lakeshore Learning Materials

Authentic Spanish Resources (not Translations)

Benchmark Education Company
Mentoring Minds
BeeReaders Inc
Heinemann
Learning Without Tears
Frog Publications
Scholastic Inc
Kaplan Early Learning
Rally Education
Read Naturally
Frog Street Press
Estrillita, Inc
McGraw Hill LLC
Vista Higher Learning
Express Booksellers
Follett School Solutions
National Education
Stenhouse
Really Good Stuff
Savvas Learning
Cengage Learning
Capstone
Steps to Literacy
The Latino Family Literacy Project
Learning A-Z, LLC
Discount School Supply
Lakeshore Learning Materials

Targeted Enrichment/intervention in Math and ELAR

Benchmark Education Company
Houghton Mifflin Harcourt Publishing
GF Educations, Inc
Mentoring Minds
ESC Learning Systems
Heinemann
Frog Publications
Rally Education
Frog Street Press
McGraw Hill, LLC
National Education
Stenhouse
Really Good Stuff
Savvas Learning
Cengage Learning
Capstone
Steps to Literacy

Teacher Created Materials
Discount School Supply

Products aligned with 3 goals of Dual Language

Benchmark Education Company

Mentoring Minds

BeeReaders

Frog Publications

Rally Education

Frog Street Press

Estrellita, Inc

McGraw Hill

Vista Higher Learning

Express Booksellers

National Education

Stenhouse

Really Good Stuff

Savvas Learning

Cengage Learning

Capstone

Steps to Literacy

Teacher Created Materials

The Latino Family Literacy Project

Learning A-Z, LLC

Discount School Supply

K-12 Classroom Libraries

Benchmark Education Company

Scholastic, Inc

McGraw Hill LLC

Vista Higher Learning

Express Booksellers

Follett School Solutions

National Education

Savvas Learning

Cengage Learning

Capstone

Steps to Literacy

Teacher Created Materials

The Latino Family Literacy Project

Learning A-Z, LLC

Discount School Supply

Products to Support Parent Enrichment

Benchmark Education Company

BeeReaders

Learning Without Tears

Frog Publications

Scholastic Inc

Kaplan Early Learning

Rally Education
Frog Street Press
Estrellita, Inc
McGraw Hill
Express Booksellers
Follett School Solutions
National Education
Savvas Learning
Cengage Learning
Capstone
Steps to Literacy
Teacher Created Materials
The Latino Family Literacy Project
Learning A-Z, LLC
Discount School Supply
Lakeshore Learning Materials

CONSENT AGENDA ITEM – BIDS

7/19/2021

TOPIC: Consider Approval of Item No. 2021-39 Approving the Award of Request for Proposal (RFP) #21-105-880 for the Purchase of Bilingual and ESL Instructional Software.

SUBMITTED BY: B. De La Sierra and J. Pilgrim

BACKGROUND: On May 19, 2021, the Irving ISD issued RFP #21-102-880 for Bilingual and ESL Instructional Software. Fourteen (14) proposals were received on June 28, 2021, for evaluation. Following review, it was determined that all fourteen (14) of the vendors met the requirements and scope of services. The Bilingual, ESL and Language Services Department recommends award of the fourteen (14) compliant vendors. The vendors provide a variety of bilingual, and ESL instructional software to support needs of the district to include but not limited to (i.e. interactive activities, games and videos, individualized learning paths, supports in-person and remote learning models, promotes reading and language proficiency, includes multi-disciplinary content and real-world connections and instruction in early Spanish literacy that addresses the unique approach to teaching SLAR). Vendors will be used on an as needed basis and price quotes will be obtained prior to each purchase. The award is for one (1) year, with the option to renew for three (3) additional twelve (12) month periods.

FUNDING SOURCE: Various Federal and Local Funds

COSTS: Not to exceed \$300,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Award of RFP #21-105-880 for the Purchase of Bilingual and ESL Instructional Software.

RECOMMENDED BOARD ACTION:

I move the Board Approve the Award of RFP #21-105-880 for the Purchase of Bilingual and ESL Instructional Software.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-39 Approving the Award of Request for Proposal (RFP) #21-105-880 for the Purchase of Bilingual and ESL Instructional Software.

Item No.	2021-39
Recommended Vendor(s)	Refer to Attachment 1
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) additional twelve (12) month periods
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



DR. JACKIE GORENA
CHIEF LEARNING OFFICER



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 7, 2021
2. Memo from Blanca De La Sierra dated July 6, 2021
3. Awarded Vendors

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: July 7, 2021

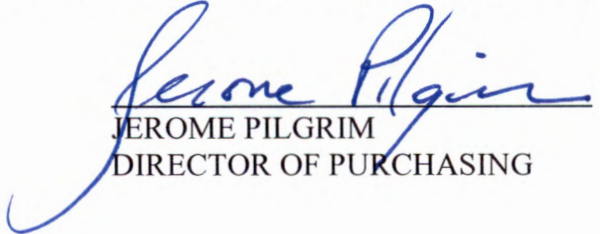
Subject: **Recommendation: Approving Renewal of Award of (RFP) #21-105-880
for the Purchase of Bilingual and ESL Instructional Software**

Fourteen (14) proposals were received on June 28, 2021 for evaluation. Following review, it was determined all fourteen (14) met the requirements and scope of services established by the Bilingual, ESL and Language Services Department.

Recommendation is made to Approve the Award of (RFP) #21-105-880 for the Purchase of Bilingual and ESL Instructional Software to the firms listed on Attachment 3 – List of Recommended Vendors. Vendors will be utilized on an as needed basis and price quotes will be obtained prior to each purchase.

Purchasing concurs with the recommendation to approve the renewal of the award. The estimated amount recommended for award is \$300,000.00 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING



MAGDA HERNANDEZ
Superintendent of Schools

BOARD OF TRUSTEES:

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ROSEMARY ROBBINS, Ed.D.

To: Jerome Pilgrim, Director of Purchasing
From: Dr. Cynthia Jaird, Executive Director of Learning Programs
Blanca De La Sierra, Director of Bilingual, ESL and Learning
Services
Date: July 6, 2021
Subject: Award of RFP #21-105-880 Bilingual and ESL Instructional
Software

The Bilingual, ESL and Learning Services Department is recommending the approval Award of RFP #21-105-880 for Bilingual and ESL Instructional Software that will be provided by multiple vendors to Irving ISD students on an as needed basis.

Instructional Software offered by the vendors will include interactive activities, engaging games and videos, individualized learning paths, supports in-person and remote learning models, promotes reading and language proficiency; including bilingualism and biliteracy. Additionally, they will include multi-disciplinary content and real-world connections and instruction in early Spanish literacy that addresses the unique approach to teaching SLAR to help meet the needs of our students and staff.

It is anticipated that the district will not exceed \$350,000 annually in total. The funds used to contract these services will come from Federal and local funds.

RFP 21-105-880 Bilingual and ESL Instructional Software
Attachment 3- List of Recommended Vendors

Software with Interactive activities, games and videos

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Read Naturally, Inc
Savvas Learning Company
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic
Capston
Imagine Learning

Software with individualized learning paths

Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Multimedia Solutions
Savvas Learning
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation(Imagination Station)
Scholastic Inc
Imagine Learning, Inc

Software with Adaptive Instruction

Cengage Learning
Extempore, The Speaking Practice App
Multimedia Solutions
Savvas Learning Companies
Summit K12 Holdings
Vista Higher Learning
Istation (Imagination Station)
Imagine Learning

Software that supports In-Person and Remote Learning Models

Learning A-Z, LLC

Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Multimedia Solutions
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

Software Includes Scaffolds to Meet Student Needs

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Summit K12 Holdings
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

Software to Promote Reading and Language Proficiency

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Multimedia Solutions
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

Instruction in Early Spanish Literacy that Addresses the unique Approach to Teaching SLAR

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Frog Street Press
Vista Higher Learning
Istation (Imagination Station)
Capstone
Imagine Learning
Savvas Learning Company

Software with High Interest and Culturally Relevant Texts

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Multimedia Solutions
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

Software with Multi-Disciplinary Content and Real-World Connections

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App
Read Naturally
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

Training Available to Teachers and Staff on Software

Learning A-Z, LLC
Cengage Learning
Extempore, The Speaking Practice App

Read Naturally
Multimedia Solutions
Summit K12 Holdings
Frog Street Press
Vista Higher Learning
Hiperware Labs
Istation (Imagination Station)
Scholastic Inc.
Capstone
Imagine Learning
Savvas Learning Company

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-40 Approving the Renewal of Award of Request for Proposal (RFP) #18-56-914 for the Purchase of HVAC Repair and Services.

SUBMITTED BY: J. Scrivner and J. Pilgrim

BACKGROUND: On July 22, 2018 the Board of Trustees Approved the Award of Request for Proposal (RFP) #18-56-914 for HVAC Repair and Services and renewed annually for two (2) consecutive years. The Facility Services Department has stated that the nine (9) awarded vendors have provided satisfactory service in accordance with the specifications and scope of services. The services include but are not limited to routine preventative maintenance on District mechanical systems and equipment, routine service and emergency service calls, new equipment installations and various other HVAC repairs. The mixture of multiple vendors provides the district with a variety of HVAC maintenance and repair services for multiple HVAC manufacturer brands. The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This the final year of three (3) annual renewal options.

FUNDING SOURCE: Local Fund

COSTS: Estimated \$175,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #18-56-914 for the Purchase of HVAC Repair and Services. This is the final year of three (3) annual renewal options.

RECOMMENDED BOARD ACTION:

I move the Board Approve the Renewal of Award of RFP #18-56-914 for the Purchase of HVAC Repair and Services. This is the final year of three (3) annual renewal options.

Additional Agenda Sheets Attached: Yes No

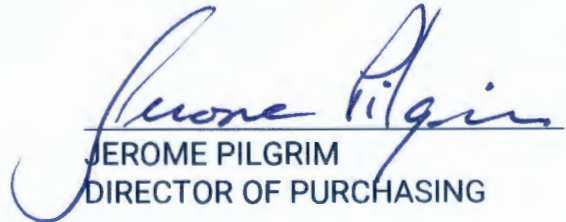
AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-40 Approving the Renewal of Award of Request for Proposal (RFP) #18-56-914 for the Purchase of HVAC Repair and Services.

Item No.	2021-40
Recommended Vendor(s)	Assured Comfort Services Infinity Contractors Berger Engineering Co. Trane US Carrier Corp. Siemens Industry Filter Systems Delta-T Ltd. Texas Air Systems
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	Final year of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 1, 2021
2. Memo from Sammy Andrews dated July 2, 2021



PURCHASING DEPARTMENT

PURCHASING RENEWAL RECOMMENDATION

Date: July 1, 2021

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approving Renewal of Award of RFP #18-56-914 for HVAC Repair and Services**

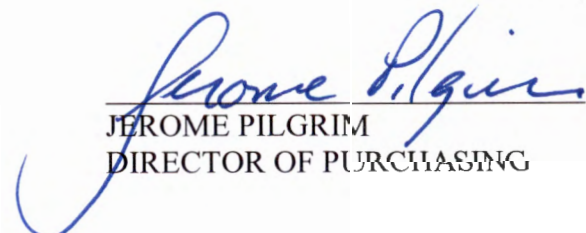
Nine (9) vendors were awarded on July 30, 2018 for RFP #18-56-914 for HVAC Repair and Services.

The awarded vendors are utilized primarily by the Facilities Maintenance Department for HVAC repairs and service on an as needed basis. The mixture of multiple vendors will provide the District with a variety of HVAC services and access to maintenance and repair services for most manufacturer brands.

The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award, therefore, purchasing concurs with the recommendation from the Facilities Department to renew the award of RFP #18-56-914 for HVAC Repair and Services to the vendors listed below.

Assured Comfort Services	Trane US, Inc	Filter Systems
Infinity Contractors International, Ltd.	Carrier Corp	Delta-T, Ltd
Berger Engineering Co	Siemens Industry	Texas Air Systems

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDORS PROVIDE THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING



JIM SCRIVNER

MAGDA HERNANDEZ

Division Director of Facilities and School Support Services

Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing

From: Sammy Andrews, Assistant Director of Facilities and School Support

Date: July 2, 2021

SUBJECT: Recommendation for Renewal of RFP #18-56-914 for HVAC Maintenance & Repair

The Maintenance Department recommends that the Board approve the renewal of the vendors below for RFP #18-56-914 HVAC Services as listed below. The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award.

1. Carrier Corp.
2. Delta-T Ltd.
3. Filter Systems
4. Siemens Industry
5. Texas Air Systems
6. Assured Mechanical Solution, LLC
7. Berger Engineering Company
8. Infinity Contractors Int'l
9. Trane US, Inc.

The mixture of multiple vendors provides the district with a variety of HVAC maintenance and repair services for multiple HVAC manufacturer brands. The services performed by these vendors include but are not limited to routine preventative maintenance on District mechanical systems and equipment, routine service and emergency service calls, new equipment installations, and various other HVAC repairs.

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-41 Approving the Renewal of Award of Request for Proposal (RFP) #20-53-914 and (RFP) #20-55-914 for the Purchase of HVAC Parts, Equipment and Related Services.

SUBMITTED BY: J. Scrivner and J. Pilgrim

BACKGROUND: On July 27, 2020, the Board of Trustees approved the award of Request for Proposal (RFPs) #20-53-914 and (RFP) #20-55-914 for HVAC Parts, Equipment, Maintenance and Repair. The Facility Services Department has stated that the awarded vendors have provided satisfactory services in accordance with the specifications and scope of services. The services include but are not limited to routine preventative maintenance, emergency repair, new equipment installations, HVAC parts and related services. The mixture of multiple vendors provides the district with a variety of HVAC services to maintain the district's HVAC manufacturer brands. All orders will be on an as needed basis. The original award was for one (1) year, with the district's option to extend and renew annually for up to three (3) twelve (12) month periods. This is the first of three (3) annual renewal options.

FUNDING SOURCE: Local Funds

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #20-53-914 and RFP #20-55-914 for HVAC Maintenance, Repair, Parts and Equipment. This is the first of three (3) annual renewal options.

RECOMMENDED BOARD ACTION:

I move that the Board Approve the Renewal of Award of RFP #20-53-914 and RFP #20-55-914 for HVAC Maintenance, Repair, Parts and Equipment. This is the first of three (3) annual renewal options.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-41 Approving the Renewal of Award of Request for Proposal (RFP) #20-53-914 and (RFP) #20-55-914 for the Purchase of HVAC Parts, Equipment and Related Services.

Item No.	2021-41
Recommended Vendor(s)	See Attachment 1- Awarded Vendors
Contract Type (e.g. Co-op, RFP)	RFP #20-53-914 and RFP #20-55-914
Contract Term or One Time Purchase	First year of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 1, 2021
2. Memo from Sammy Andrews dated July 2, 2021
3. Awarded Vendors

PURCHASING RENEWAL RECOMMENDATION

Date: July 1, 2021

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing,
Irving Independent School District

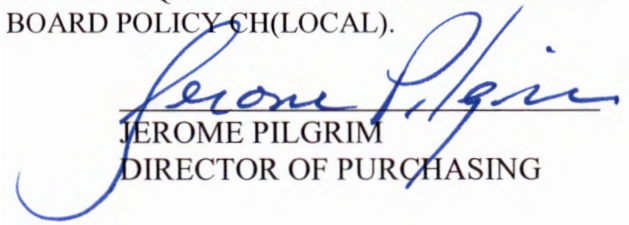
SUBJECT: Recommendation: Approving Renewal of Award of RFP #20-55-914 for HVAC
Parts, Equipment and Related Services

Thirteen (13) vendors responded to the RFP #20-53-914 for HVAC Maintenance, Repair and Installation. Six (6) vendors responded to the RFP #20-55-914 for HVAC Parts, Equipment and Related Services.

These vendors will primarily be utilized by the Facilities Maintenance department as needed for HVAC parts, equipment and related services and will allow the Facilities Department to legally procure services. The mixture of multiple vendors will provide the District with a variety of common and specialty HVAC products and services.

The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award, therefore, purchasing concurs with the recommendation from the Facilities Department to renew the award of RFP #20-53-914 and RFP #20-55-914 for HVAC Maintenance, Repair, Parts, Equipment and Related Services.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LLOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING



JIM SCRIVNER

MAGDA HERNANDEZ

Division Director of Facilities and School Support Services

Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing

From: Sammy Andrews, Assistant Director of Facilities and School Support

Date: July 1, 2021

SUBJECT: Renewal Recommendation for RFP for HVAC Maintenance & Repair

The Maintenance Department would like to recommend that we renew all awarded vendors provided in response to RFP #20-53-914 for HVAC Maintenance, Repair and Installation.

Vendors recommended are:

ACIS (Air Conditioning Innovative Solutions), Inc.
Acumen Enterprises
Assured Mechanical Solution, LLC
Bartos Industries
Berger Engineering Company
Candel Tech, Inc.
CMS Mechanical Solution
Dynamic Systems, Inc.
Infinity Contractors Int'l
TD Industries
The Brandt Companies, LLC
Trane US, Inc.
Way Mechanical Service

The Maintenance Department would also like to recommend that we renew the vendors below for RFP #20-55-914 HVAC Parts and Equipment as listed below.

Vendors recommended are:

ACIS Inc.
Bartos Industries
CMS Mechanical
Filter Systems
Temperature Control Systems Inc
Trane US

The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award.

ATTACHMENT 3 - AWARDED VENDORS

20-53-914 Repair and Installation

ACIS Inc
Acumen Enterprises
Assured Mechanical Solutions
Bartos Industries
Berger Engineering
Candel Tech Inc
CMS Mechanical
Dynamic Systems
Inifinty Contractors
TD Industries
The Brandt Co
Trane US
Way Mechanical

20-55-914 HVAC Parts

ACIS Inc
Bartos Industries
CMS Mechanical
Filter Systems
Temperature Control Systems Inc
Trane US

CONSENT AGENDA ITEM – BIDS
7/19/2021

TOPIC: Consider Approval of Item No. 2021-42 Approving the Renewal of Award of Request for Proposal (RFP) #18-67-914 for the Purchase of Skilled Crafts and Trade Services.

SUBMITTED BY: J. Scrivner and J. Pilgrim

BACKGROUND: On July 22, 2019 the Board of Trustees Approved the award of Request for Proposal (RFP) #18-67-914 for Skilled Crafts and Trade Services. The Facility Services Department as stated that the vendors awarded have provided satisfactory service in accordance with the specifications and scope of services. The scope and specifications include a variety of craft and trade services including, appliance repairs, automotive service and repair, crane and lift rental, fence installation and repair, irrigation repair services, millwork, sheet metal fabrication, collision repair, signage and a variety of other Skilled Crafts and Trade Services. Vendors services will be utilized on an as needed basis. The original award was for one (1) year, with the District’s option to extend and renew annually for up to six (6) additional twelve (12) month periods. This is the third of six (6) annual renewals.

FUNDING SOURCE: Local and Federal Funds

COSTS: Estimated \$1,000,000.00

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #18-67-914 for the Purchase of Skilled Crafts and Trade Services for the third of six (6) annual renewals.

RECOMMENDED BOARD ACTION:

I move that the Board Approve the Renewal of Award of RFP #18-67-914 for the purchase of Skilled Crafts and Trade Services for the third of six (6) annual renewals.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:7/19/2021

Topic: Consider Approval of Item No. 2021-42 Approving the Renewal of Award of Request for Proposal (RFP) #18-67-914 for the Purchase of Skilled Crafts and Trade Services.

Item No.	2021-42
Recommended Vendor(s)	Refer to Attachment 3- Awarded Vendors
Contract Type (e.g. Co-op, RFP)	Request for Proposal #18-67-914
Contract Term or One Time Purchase	Third of six (6) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Jerome Pilgrim dated July 1, 2021
2. Memo from Sammy Andrews dated July 2, 2021
3. Attachment 3 -Awarded Vendors

PURCHASING RENEWAL RECOMMENDATION

Date: July 1, 2021

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

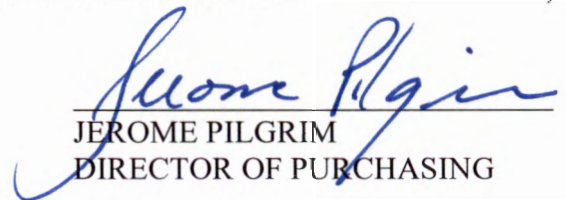
SUBJECT: **Recommendation: Approving Renewal of Award of RFP #18-67-914 for Skilled Crafts and Trade Services**

Twenty-two (22) vendors were awarded on August 27, 2018 for RFP #18-67-914 for Skilled Crafts and Trade Services.

The awarded vendors are utilized primarily by the Facilities Maintenance Department for purchase, repairs and service on an as needed basis. The mixture of multiple vendors will provide the District with a variety of Skilled Crafts and Trade services on an as needed basis.

The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award, therefore, purchasing concurs with the recommendation from the Facilities Department to renew the award of RFP #18-67-914 for Skilled Crafts and Trade Services to the vendors listed on attachment A, in the estimated amount of \$1,000,000.00 annually.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDORS PROVIDE THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED WITH THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).


JEROME PILGRIM
DIRECTOR OF PURCHASING



MEMO

DATE: July 2, 2021

TO: Jerome Pilgrim
Director of Purchasing

FROM: Sammy Andrews
Assistant Director of Facilities & School Support Services

CC: Todd Lane
Grounds & Environmental Quality Manager

Jim Scrivner
Executive Director of Facilities & School Support Services

RE: Consider Approval of Renewal of Request for RFP # 18-67-914 for Skilled Crafts and Trade Services

We are requesting the Irving ISD Board of Trustees approve renewal of all proposals provided in response to RFP #18-67-914 for Skill Craft and Trade Services.

Vendors recommended are:

BW Collision Repair, Commercial Van Interiors, Concord Commercial Services, Dalworth Restoration, Davis Crane and Motor, Dugan Signs, E Logic Inc., Eyeful Art Murals and Design, Five Star Chevrolet, Green Planet Inc., Jerry Garmon Painting and Remodeling, Kwik Kar Lube N Tune, NXT Inc., Olen Williams Inc, Outstanding Graphics dba Fast Signs, Rick's Car Care, Rolland Safe & Lock Company, LLC, Select Millwork Inc., Start Sheet Metal, The Liftgate Parts Co./Texas Hydraulic Equipment, W&B Service Co., and Westway Ford, to provide skilled crafts and trade services to Irving Independent School District.

We are requesting all companies that submitted proposals to the RFP be included due to the nature of each business and the variety of services covered. All companies will be utilized for district skilled craft and trade repairs on an as needed basis.

Source of Funding: Special Project Funds/Maintenance Review Funds/ Local Maintenance & Grounds Funds

ATTACHMENT 3 - AWARDED VENDOR LIST FOR RFP 18-67.

Category

Asbestos, Mold and Lead Abatement Services
E Logic Inc

Automotive Service & Repair
Rick's Car Care Five Star Chevrolet Kwik Kar Lube N Tune Westway Ford

Auto Collision Repair
B & W Collision Five Star Chevrolet Westway Ford

Cabinetry/Millwork
Concord Commercial Services Jerry Garmon Painting & Remodeling Select Millwork Inc

Crane Service & Lift Rental
Davis Crane and Motor

Disaster Recovery
Dalworth Restoration

Electrician Svcs
Concord Commercial Services

Fence Installation/Repair
Concord Commercial Services

Food Svc Equipment Repair/Maintenance

ATTACHMENT 3 - AWARDED VENDOR LIST FOR RFP 18-67.

Category

Star Sheet Metal W & B Service Co.

Hazardous/Non Hazardous Waste Disposal / Labpack
Green Plant Inc

Lift & Pallet Jack Repairs
The Lfitgate Parts Co/Texas Hydraulic Equipment

Locker Equipment Repair
Jerry Garmon Painting & Remodeling

Locksmith Services & Parts
Jerry Garmon Painting & Remodeling Rolland Safe & Lock Company

Oil Change/Inspection
Rick's Car Care Five Star Chevrolet Kwik Kar Lube N Tune Westway Ford

Painting Svcs
Concord Commercial Services Jerry Garmon Painting & Remodeling NXT Inc

Parking Lot Striping/Stencil
Concord Commerical Services

ATTACHMENT 3 - AWARDED VENDOR LIST FOR RFP 18-67.

Category

Jerry Garmon Painting & Remodeling NXT Inc

Power Washing
NXT Inc

Scoreboard/Marque
Olen Williams Inc

Sheet Metal Fabrication
Dugan Signs Star Sheet Metal

Signage (Indoor/Outdoor)
Dugan Signs Eyeful Art Murals and Design Outstanding Graphics/Fast Signs

Towing Truck and Bus Service
Rick's Car Care

Van/Truck Interior Customization
Commerical Van Interiors

Welding & Welding Machine Rental
Star Sheet Metal

CONSENT AGENDA ITEM
7/19/2021

TOPIC: Consider Approval of item No. 2021-43 Approving the Expenditure of Funds and Award of Request for Quote #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment.

SUBMITTED BY: Shane Smith/Alvin McQuarters/J. Pilgrim

BACKGROUND: Irving ISD issued RFQ 21-07-860 for the Boardroom Audio/Visual Equipment upgrade. Three proposals were received for evaluation. It was determined that the Digital Resources proposal was the best price and meets the needs of the district from a components and support perspective. Administration is seeking approval for the expenditure of funds not to exceed \$400,000 to update the aging and failing audio/visual equipment in the Boardroom. The current Boardroom Audio/Visual equipment was installed between 2003 & 2013 and is beyond useful life. Components have been failing the last few years and the system must be replaced prior to complete failure. For the most part, the replacement components will be similar to the prior components (i.e. 65" TV for 65" TV) with a few modern upgrades such as a ceiling array microphone. The control system will be modernized to a Crestron system. RFQ 21-07-860 was issued in a manner compliant with Federal and State laws, Board Policy CH (Local) and CH(Legal)-Purchasing and Acquisition. The district received 3 responses to the RFQ and a committee evaluated the responses.

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends Approval of the expenditure of funds and award of Request for Quote #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment not to exceed \$400,000, from Digital Resources for best value. The Digital Resources proposal is not only the best priced, but also best meets the needs of the district from a components and support perspective.

RECOMMENDED BOARD MOTION: (To be used only if item is pulled from the Consent Agenda for a separate vote) Click here to enter text.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:7/19/2021

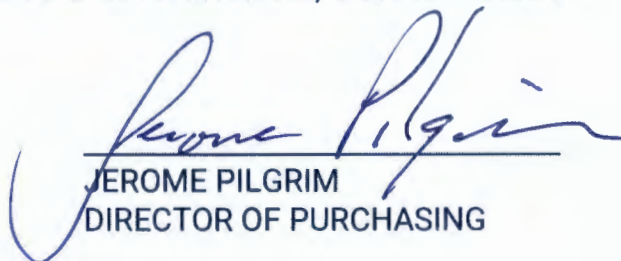
Topic: Consider Approval of item No. 2021-43 Approving the Expenditure of Funds and Award of Request for Quote #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment.

Item No.	2021-XX
Recommended Vendor(s)	Digital Resources
Contract Type (e.g. Co-op, RFP)	RFQ 21-07-860
Contract Term or One Time Purchase	One Time Purchase
Sole Source Vendor & Documentation	
Vendor is at least 51% woman or minority business	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



ALVIN MCQUARTERS
CHIEF OF TECHNOLOGY &
INNOVATION



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

- 1: Memo from Shane Smith dated July 7, 2021
- 2: Memo from Jerome Pilgrim dated June 30, 2021

MEMO

DATE: July 7, 2021

TO: Jerome Pilgrim, Director of Purchasing

FROM: Shane Smith, Director of Technical Services

CC: Alvin McQuarters, Chief of Technology and Innovation


RE: Consider Approval of RFQ 21-07-860 - Boardroom Audio/ Visual (A/V)

We are seeking the approval of the expenditure of funds, not to exceed \$400,000, for the purchase of Boardroom audio/visual equipment and installation from Digital Resources. The Digital Resources proposal is not only the best priced, but also best meets the needs of the district from a components and support perspective.

The current Boardroom A/V equipment was installed between 2003 & 2013 and is beyond useful life. Components have been failing periodically over the last few years and the system must be replaced prior to their complete and permanent failure. The replacement components will be similar to the prior components (i.e. 65" TV for 65" TV) with a few modern upgrades such as a ceiling array microphone. These upgrades will modernize our A/ V equipment and provide greater reliability.

RFQ 21-07-860 was issued in a manner compliant with Federal and State laws, Board Policy CH (Local) and CH(Legal)-Purchasing and Acquisition. The district received 3 responses to the RFQ and a committee evaluated the responses.

Sincerely,



Shane Smith
Director of Technical Services



Date: June 30, 2021
TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools
FROM: Jerome Pilgrim, Director of Purchasing
Subject: Consider Approving the Expenditure of Funds and Award of Request for Quote #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment

The Purchasing Department concurs with the recommendation from the Technology Department for the approval of the Expenditure of Funds and Award of RFQ #21-07-860 for the Purchase & Installation of Boardroom Audio/Visual Equipment.

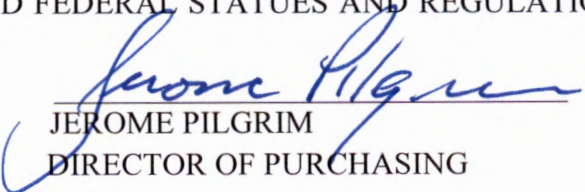
Purchasing received three (3) compliant responses to RFQ #21-07-860 as follows:

1. Digital Resources - responded with three options).
2. Sharp Electronics Corporation
3. Delcom Group

The evaluation committee determined that of the three proposals received, the Digital Resources Proposal provided the district with the best overall value for price and meeting the needs of the district.

RFQ #21-07-860 was issued in a manner compliant with Federal and State laws, Board Policy CH (Local) and CH (Legal) Purchasing and Acquisition.

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM
7/19/2021

TOPIC: Consider Approval of Item No. 2021-44 Approving the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students, and Delegate Authority to the Superintendent or her Designee to Approve Awards of Solicitations and Execute Contracts as Necessary.

SUBMITTED BY: Shane Smith/Alvin McQuarters/J. Pilgrim

BACKGROUND: Irving ISD Administration is requesting the Board to approve the expenditure of an estimated and not to exceed amount of \$1,500,000 for the purchase of internet access (i.e. hotspots and Internet Services) that will enable Irving ISD students to access the internet from their residence. The purchase will include approximately 5,900 hotspots and internet service for approximately \$1,200,000, and an additional \$300,000 for additional hotspots as needed and based upon student requests and availability of funding. The estimated quantity is based on the number of units that were purchased and distributed to students during the 2020-21 school year. In order to properly procure the hotspots and expedite delivery for the start of the 2021-2022 school year, the district will need to issue orders as soon as possible. The district will issue a formal solicitation and the responses will be evaluated by a committee to ensure that the district receives the best overall value.

Sources of Funding: Emergency Connectivity Fund (ECF), ESSER Relief Fund and / or Technology Maintenance & Operations Budget

Cost: Estimated \$1,500,000.00

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends Approval of the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students and Delegate Authority to the Superintendent or her Designee to Approve Award of Solicitations and Execute Contracts as necessary.

RECOMMENDED BOARD MOTION: I Move that the Board Approve the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students and Delegate Authority to the Superintendent or her Designee to Approve Award of Solicitations and to Execute Contracts as necessary.

Additional Agenda Sheets Attached: Yes No

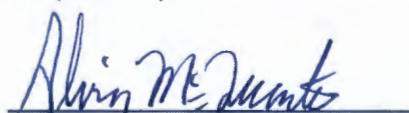
AGENDA SHEET

Meeting Date:7/19/2021

Topic: . Consider Approval of Item No. 2021-44 Approving the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students and Delegate Authority to the Superintendent or her Designee to Approve Awards of Solicitations and Execute Contracts as necessary.

Item No.	2021-44
Recommended Vendor(s)	To Be Determined through Competitive Procurement
Contract Type (e.g. Co-op, RFP)	Request for Proposals or Requests for Quotes from Purchasing Cooperatives
Contract Term or One Time Purchase	One Time Purchase
Sole Source Vendor & Documentation	
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED GOODS OR SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).



ALVIN MCQUARTERS
CHIEF OF TECHNOLOGY &
INNOVATION



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

- 1: Memo from Alvin McQuarters dated July 12, 2021
- 2: Memo from Jerome Pilgrim dated July 12, 2021



MEMO

DATE: July 12, 2021
TO: Jerome Pilgrim, Director of Purchasing
FROM: Alvin McQuarters, Chief of Technology and Innovation
CC: Magda Hernandez, Superintendent of Schools
RE: Consider Approval of Item No. 2021-44 Approving the Expenditure of Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students

Irving ISD Administration is requesting the Board to approve the purchase of internet access (i.e. hotspots and Internet Services) that will enable Irving ISD students to access the internet from their residence. The request is to purchase approximately 5,900 hotspots and internet service for approximately \$1,200,000. We are also asking the Board to give the Superintendent or delegates the authority to purchase an additional \$300,000 worth of hotspots (i.e. a not to exceed amount of \$1,500,000) if additional hotspots are needed.

This purchase will include the hotspots, component (i.e. battery) replacements, and the annual subscription for internet services. The hotspots must provide unlimited data at 4G (fourth Generation) speeds with no throttling. The devices must also be CIPA (Children's Internet Protection Act) compliant. In order to properly procure the hotspots and expedite delivery for the start of the 2021-2022 school year, the district will need to issue orders as soon as possible. The district will issue an RFP and the responses will be evaluated by a committee to ensure that the district receives the best overall value.

The initial quantity of hotspots to be purchased is based on the number of units that were distributed to students during the 2020-21 school year. The district is currently reviewing a variety of funding sources to provide students with residential internet access.

Sources of Funding: Emergency Connectivity Fund (ECF), ESSER Relief Fund and / or Technology Maintenance & Operations Budget

Special Funding Considerations: Purchases will be based upon student requests and availability of funding.

Sincerely Yours,

Alvin McQuarters

Date: July 12, 2021

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

Subject: Consider Approval of Request to Expend Funds for the Purchase of Internet Hotspots for Residential Internet Services for Students and Delegate Authority to the Superintendent or her Designee to Approve Awards of Solicitations and Execute Contracts as Necessary

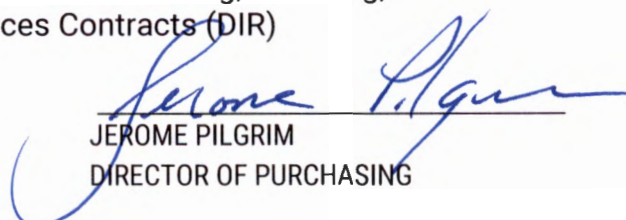
The Purchasing Department concurs with the recommendation from the Technology Department for preapproval to issue and award solicitations and expend funds for the purchase of Internet Hotspots for Residential Internet Services for Students.

We are requesting pre-approval for this purchase, which will authorize and enable the administration to issue and award related solicitations without seeking further approval from the Board. This will aid in expediting the procurement, evaluation, and award process to allow for possible delivery in time for the start of the 2021–2022 school year.

The purchase will include approximately 5,900 hotspots and internet service for approximately \$1,200,000, and an additional \$300,000 for additional hotspots as needed and based upon student requests and availability of funding. The pricing will include the hotspots, component (i.e. battery) replacements, and the annual subscription for internet services.

Formal Solicitation will include the procurement method that offer the best value to the district.

1. Request for Proposal,
2. Request for Quote through Cooperative Purchasing, including,
3. Department of Information Resources Contracts (DIR)


JEROME PILGRIM
DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM
7/19/2021

TOPIC: Consider Approval of Fourth Amendment to the Interlocal Agreement for Security and Peace Officer Services.

SUBMITTED BY: Mark Bradford, Director of Safety & Security, and Andrè Smith, Chief Administrative Services

BACKGROUND: The Irving ISD partners with the City of Irving to provide police and educational services for students and staff. The attached amendment provides services for the 2021 - 2022 school year. It reflects the following changes from the present interlocal agreement:

The estimated cost for the district for the nineteen (19) School Resource Officers and two (2) sergeants is \$1,398,217.92. Which is an increase from two to three Elementary School Resource Officers. The additional SRO will serve elementary schools and Singley Academy.

Attached is the Fourth Amendment to The Interlocal Agreement For Security and Peace Officer Services. The amendment has been reviewed by the district's legal counsel.

ADMINISTRATIVE RECOMMENDATION: The administration recommends approval of Fourth Amendment to the Interlocal Agreement for Security and Peace Officer Services with the City of Irving for the 2021-2022 School Year.

RECOMMENDED BOARD MOTION: (To be used only if item is pulled from the Consent Agenda for a separate vote)

Additional Agenda Sheets Attached: ___ No X Yes

ATTACHMENT:

1. Fourth Amendment To The Interlocal Agreement For Security and Peace Officer Services

**FOURTH AMENDMENT TO
THE INTERLOCAL AGREEMENT FOR
SECURITY AND PEACE OFFICER SERVICES**

THIS FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SECURITY AND PEACE OFFICER SERVICES (the “Fourth Amendment”) is entered into this ____ day of _____, 2021, by and between IRVING INDEPENDENT SCHOOL DISTRICT (“IISD”) and the CITY OF IRVING, TEXAS (“CITY”) (each a “Party” and together the “Parties”).

RECITALS

WHEREAS, the Parties entered into an Interlocal Agreement for Security and Peace Officer Services in July 2017 (“Agreement”), whereby IISD sought, and CITY agreed to provide the services of security and commissioned peace officers to protect IISD property and the safety and welfare of IISD students and personnel; and

WHEREAS, the Agreement was subsequently amended by the Parties in July 2018, July 2019, and July 2020; and

WHEREAS, the Term of the Agreement as amended expires July 31, 2021; and

WHEREAS, IISD has requested an additional officer for the 2021-2022 school year resulting in the projected costs for the 2021-2022 being increased from the 2020-2021 school year costs: and

WHEREAS, at least thirty (30) days prior to the notice period for renewal or termination, the parties notified each other of their desire to renew the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to further amend the Agreement by entering into this Fourth Amendment as set forth below:

1. The term of the Agreement is extended until July 31, 2022.

2. For the period August 1, 2021, through July 31, 2022, the projected costs for 50% of S.R.O.'s salary, as outlined more specifically in Section 6.02 of the Agreement, are \$1,398,217.92.

3. S.R.O.s shall not engage in a relationship of a romantic and/or sexual nature with an IISD employee while serving as an S.R.O. In the event that a romantic relationship ensues between an S.R.O. and an IISD employee, the S.R.O. shall immediately notify their supervisor and may be subject to transfer of assignment by IPD. Additionally, while on a school campus, a S.R.O. is prohibited from having romantic, physical and/or sexual encounters with an IISD employee.

4. Beginning August 1, 2021, three (3) elementary S.R.O.s will be assigned to share duties among the elementary schools. One (1) S.R.O. will be assigned to each of the following IISD schools: Austin Middle School, Bowie Middle School, Crockett Middle School, De Zavala Middle School, Houston Middle School, Lady Bird Johnson Middle School, Lamar Middle School, Travis Middle School, and the Jack E. Singley Academy. One (1) S.R.O. will be assigned to the Wheeler/Secondary Re-Assignment Center. Two (2) S.R.O.s will be assigned to each of the following 1150 schools: Irving High School, MacArthur High School, and Nimitz High School. Two (2) sergeants will be assigned to share the supervisory responsibilities of the S.R.O. program.

5. All other terms and conditions of the Agreement as amended shall remain in full force and effect.

CITY OF IRVING, TEXAS

IRVING INDEPENDENT
SCHOOL DISTRICT

By: _____
Richard H. Stopfer
Mayor

By: _____
Randy Randle, President
Board of Trustees Irving ISD

Date: _____

Date: _____

ATTEST:

ATTEST:

Shanae Jennings
City Secretary

Pamela Campbell, Secretary
Board of Trustees Irving ISD

Date: _____

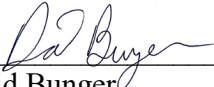
APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney

Date: _____

Date: _____

APPROVED AS TO FORM:



David Bungler
General Counsel

Date: 06/22/2021

MAYOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Richard H. Stopfer, Mayor of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of
_____ A.D., 2021.

Notary Public in and for the State of Texas

TRUSTEE'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Randy Randle, President, Board of Trustees of the Irving Independent School District, Irving, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Irving Independent School District, that he was duly authorized to perform the same by appropriate resolution of the Board of Trustees of the Irving Independent School District and that he executed the same as the act of the said School District for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of
_____ A.D., 2021.

Notary Public in and for the State of Texas

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract and by Escrow Agent to acknowledge receipt of the Earnest Money. Buyer must deliver the Initial Earnest Money to Escrow Agent and obtain Escrow Agent’s signature before the Initial Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Initial Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: **YMCA OF METROPOLITAN DALLAS**, a Texas non-profit corporation

Address: 601 N. Akard St.
Dallas, Texas 75201

Phone: (817) 707-0037

E-mail: tbaker@ymcadallas.org

Seller’s Attorneys: Bill Sladek and Chris Eisenlohr
Law firm: Condon Tobin Sladek Thornton Nerenberg PLLC
Address: 8080 Park Lane, Suite 700
Dallas, Texas 75231

Phone: (214) 265-3810

E-mail: bsladek@condontobin.com; ceisenlohr@condontobin.com

Seller’s Sales Agent: None

Buyer: **IRVING INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district

Address: 3620 Valley View Lane
Irving, Texas 75062

Phone: (972) 600-5100

E-mail: dbunger@irvingisd.net

Buyer’s Attorney: David Bunger – Internal Counsel
E-mail: dbunger@irvingisd.net

Buyer’s Sales Agent: Peter Jansen
Brokerage firm: CBRE, Inc.
Address: 500 W. 2nd St., Suite 1700
Austin, Texas 78701

Phone: (512) 499-4902

E-mail: Peter.Jansen@cbre.com

Escrow Agent: First American Title National Commercial Services
Name of Closer: Grant Coxon and Cole Ramey
Address: 1221 S. Mopac, Ste 150, Austin, Texas, 78746
Phone: 512.221.5270
E-mail: cramey@firstam.com

Underwriter: As determined by Closer

Purchase Price: \$1,895,000.00

Initial Earnest Money: \$50,000.00

A. Deadlines and Other Dates

All deadlines in this contract expire at 11:59 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

- A.1. Initial Earnest Money Deadline: two (2) calendar days after the Effective Date
- A.2. Delivery of Title Commitment: Twenty (20) calendar days after the Effective Date
- A.3. Delivery of Survey: Twenty (20) calendar days after the Effective Date
- A.4. *Intentionally Deleted*
- A.5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Ten (10) calendar days after delivery of the Title Commitment and Survey.
- A.6. Delivery of Title Objections: Fifteen (15) calendar days after delivery of the last of the Title Commitment, Survey, and legible copies of the instruments referenced in them, but in any event no later than five (5) days prior to the expiration of the Inspection Period.
- A.7. Delivery of Seller's records as specified in Exhibit C: To the extent not already provided and only to the extent the same are in Seller's possession or control, ten (10) calendar days after the Effective Date
- A.8. End of Inspection Period: Thirty (30) calendar days after the Effective Date, ; provided, however, Buyer may elect to extend the End of Inspection Period an additional thirty (30) days by delivering to the Title Company the sum of \$50,000.00 on or before the originally-scheduled End of Inspection Period, which sum *shall be applied to the Purchase Price* and shall be part of the Earnest Money for all purposes.
- A.9. Closing Date: Fifteen (15) business days after the End of Inspection Period (as may be extended pursuant to this Agreement, as is applicable).

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B. Closing Documents

B.1. At Closing, Seller will deliver the following items:

- *Special Warranty Deed*
- *IRS Nonforeign Person Affidavit*
- Evidence of Seller's authority to close this transaction (to the extent required by the Escrow Agent)
- *A Settlement Statement* prepared by the Title Company consistent with the terms of this contract

B.2. At Closing, Buyer will deliver the following items:

- Balance of Purchase Price
- Evidence of Buyer's authority to close this transaction
- *A Settlement Statement* prepared by the Title Company consistent with the terms of this contract
- *Proof of existence and good standing* of Buyer, and *proof of authority* for the person(s) signing Closing Documents on behalf of Buyer
- *Any other documents reasonably required of Buyer by the Title Company* as a condition to issuance of the Title Policy
- *Any other documents reasonably requested* by the Title Company or Seller.

The documents listed in this section B are collectively known as the "Closing Documents." The Closing Documents shall be in a form and substance reasonably acceptable to Seller.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Seller's Records

D. Purchase and Sale of Property. Seller agrees to sell and convey the Property (defined below) to Buyer, and Buyer agrees to buy and pay Seller for the Property, subject to and in accordance with the terms and provisions of this Contract. The promises by Buyer and Seller

stated in this contract are the consideration for the formation of this contract. As used in this Contract, the "Property" shall mean (i) the land situated in the City of Irving, Dallas County, Texas, described in Exhibit "A" hereto, save, less and except the Cell Phone Tower Tract (defined below) (the "Land"), together with (1) all improvements located thereon, (2) all right, title and interest of Seller, if any, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto (including Seller's interest, if any, in any mineral rights), and (3) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land. Buyer and Seller acknowledge and agree that the portion of the Property depicted on Exhibit "A-1" (the "Cell Phone Tower Tract") is not a party of the Property, shall not be conveyed to Buyer at Closing, and shall be retain by Seller, along with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances related thereto. Seller shall be responsible for causing the Cell Phone Tower Tract to be replatted as a separate legal lot, and Buyer acknowledges that such replat may occur after Closing. Buyer shall cooperate in good faith with Seller in connection with completing such replat, and shall approve or object to, in whole or in part, such replatting in writing within seven (7) days after Buyer's receipt of a draft thereof.

E. Earnest Money. Buyer may direct Escrow Agent to invest any of the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Escrow Agent and satisfying Escrow Agent's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money. If Buyer fails to deposit the Earnest Money by the Earnest Money Deadline, Seller may elect to terminate this contract by giving written notice of termination to Buyer before the Earnest Money is deposited. The Title Company shall hold and disburse the Earnest Money as provided in this contract.

F. Title and Survey

F.1. Review of Title. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

F.2. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Underwriter stating the condition of title to the Land. "Title Policy" means an Owner Policy of Title Insurance issued by Underwriter in conformity with the last Title Commitment delivered to and approved by Buyer and containing the standard printed exceptions and the Permitted Exceptions (defined below).

F.3. Survey. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Underwriter. Buyer shall obtain a new Survey within twenty (20) days after the Effective Date, and Buyer shall promptly deliver to Seller and the Title Company a copy of any land survey obtained by Buyer and Buyer shall pay the cost of the survey.

F.4. Intentionally Deleted

F.5. Delivery of Title Commitment, Survey, and Legible Copies. Seller shall use commercially reasonable efforts to cause the Escrow Agent to deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2., and legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.5. Buyer shall cause the survey to be prepared by the deadline stated in paragraph A.3.

F.6. Title Objections. Buyer has until the deadline stated in paragraph A.6. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) business days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within five (5) business days after the deadline for the giving of Seller's Cure Notice (but in any event no later than the End of Inspection Period), notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens that arise by, through or under Seller, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only any other Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

G.1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C to the extent the same are within Seller's possession or control, or otherwise make those records available for Buyer's review (to the extent the same are within Seller's possession or control), by the deadline stated in paragraph A.7. Notwithstanding anything to the contrary contained in this contract, Buyer acknowledges and agrees that any documents or reports prepared by parties other than Seller (the "Third Party Reports") shall be delivered "AS-IS", with all faults, and without any warranty or representation by Seller, specifically including, but not limited to, any warranty or representation as to the accuracy or completeness of such Third Party Reports. In no event shall Seller be liable for any use of, or reliance upon, the Third Party Reports by Buyer or any other party.

G.2. Entry onto the Property. So long as this contract remains in effect, Buyer, its agents, representatives and contractors, may from time to time following at least forty-eight (48) hours advance notice to Seller, enter upon the Land for the purpose of inspecting and surveying the Property, and may, at Buyer's sole expense, perform such non-destructive tests and investigations as may reasonably be deemed appropriate by Buyer. Buyer shall coordinate all entries on the Land with Seller so as to minimize any interruptions, and in no event shall Buyer disturb the possession of the Tenants or communicate directly with the Tenants. Provided, further, prior to any entry on the Land, Buyer, its agents, representatives or contractors, shall provide to Seller proof of reasonably satisfactory commercial liability insurance.

G.3. Environmental Assessment. Buyer has the right to conduct a non-invasive, "Phase I" environmental assessments of the Property, but no other environmental assessment shall be conducted on the Property without Seller's prior written consent. For the avoidance of doubt, Buyer is not permitted to perform any intrusive testing, including, without limitation, a Phase II environmental assessment, drilling or boring, without first (i) submitting to Seller the scope of such inspections and testing; and (ii) obtaining the prior written consent of Seller which may be withheld in Seller's sole and absolute discretion.

G.4. Buyer's Right to Terminate. Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision, and the Earnest Money shall become non-refundable to Buyer. If this contract terminates for any reason, Buyer shall repair any damage to the Property caused by Buyer, its agents, representatives or contractors (excluding repair or remediation of any existing conditions merely revealed by Buyer's inspection), which obligation shall survive termination of this contract.

G.5. Buyer's Indemnity and Release. Buyer will indemnify, defend, and hold Seller harmless from any loss, damages, liabilities, attorney's fees, expenses, or claims arising out of inspection or investigation of the Property by Buyer or Buyer's agents, representatives, contractors, subcontractors, licensees or invitees. Buyer's indemnity obligations shall survive closing or termination of this contract. Buyer hereby releases Seller and those persons acting on Seller's behalf from all expenses, liens, claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property. The provisions of this section G.5 shall survive the termination or closing of this contract.

H. Representations

H.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the representations made in Exhibit B-1 are true and correct as of the Effective Date, and that such representations shall survive closing, subject to the following conditions precedent to making any claim for damages for breach of any such representation or warranty (i) Buyer must give written notice of the breach to Seller within four (4) months after the Closing Date, which notice must specify the alleged breach and any damages resulting therefrom, and (ii) and if such claim is not sooner resolved, Buyer must file a lawsuit against Seller for such breach within one year after the Closing Date.

H.2 AS-IS; WHERE-IS. BUYER STIPULATES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT D, (I) SELLER HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, (II) BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER; (III) BUYER HAS NOT RELIED UPON, AND WILL NOT HEREAFTER RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY WRITTEN OR VERBAL INFORMATION, STATEMENTS, OPINIONS, REPRESENTATIONS OR WARRANTIES DELIVERED OR MADE BY

SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER; (IV) BUYER WILL RELY ON BUYER'S OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND BUYER HAS CONDUCTED (OR WILL CONDUCT) SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INSPECTIONS AND INVESTIGATIONS; AND (V) SELLER IS SELLING AND CONVEYING TO BUYER, AND BUYER IS ACCEPTING, THE PROPERTY "AS IS" AND WITH ALL FAULTS. BUYER AGREES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION H ARE AN INTEGRAL PORTION OF THIS CONTRACT; THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION H; THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS IN THIS SECTION H SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE THEREWITH; THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY; AND THAT SELLER IS NOT REQUIRED TO MAKE ANY DISCLOSURES TO BUYER. UPON CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ANY ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND RECOVERY ACT; THE TEXAS SOLID WASTE DISPOSAL ACT; THE TEXAS WATER CODE; AND THEORIES OF NEGLIGENCE (INCLUDING SELLER'S NEGLIGENCE AND THE NEGLIGENCE OF SELLER'S AGENTS AND THIRD PARTIES), PRODUCTS LIABILITY OR STRICT LIABILITY.

H.3 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that the representations made in Exhibit B-2 are true and correct as of the Effective Date, and that such representations shall survive closing.

H.4 Seller's Knowledge. For purposes of this contract (including Exhibit "B-1") and the documents to be executed at closing by Seller, the phrases "Seller's actual, current knowledge," or "to Seller's knowledge" or phrases of similar construction and import shall specifically mean and be limited to the actual, conscious awareness, as of the date hereof or as of the date specifically stated herein, of Curt Hazelbaker (the "Named Person"), with no duty of inquiry, and with no duty to make any independent investigation. It is expressly understood and agreed that the Named Person shall not be personally liable to Buyer for any representation or warranty set forth herein. Information possessed by or known to any person or entity, including any broker, shall not be imputed or attributed to Seller unless the same has been expressly communicated to the Named Person.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

I.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property.

I.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within five days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing).

I.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing).

I.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

I.5. Cooperation. Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

I.6. No Recording. Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

J.1. Disposition of Earnest Money after Termination

J.1.a. To Buyer. If Buyer terminates this contract in accordance with Buyer's express rights to terminate this contract, Buyer will send a request for release of the Earnest Money to Seller, with a copy to Escrow Agent, to be signed by Seller. If Seller fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Buyer may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Seller. Unless Seller delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Buyer's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Seller, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right

granted by Seller to Buyer to terminate this contract.

J.1.b. To Seller. If Seller terminates this contract in accordance with Seller's rights to terminate, Seller will send a request for release of the Earnest Money to Buyer, with a copy to Escrow Agent, to be signed by Buyer. If Buyer fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Seller may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Seller's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Buyer, deliver the Earnest Money to Seller.

J.2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

K.1. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived its discretion:

K.1.a. Representations and Warranties. The representations and warranties of the other party must be true and correct in all material respects at Closing.

K.1.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

K.1.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

K.2. Closing. This transaction will close ("Closing") at Escrow Agent's offices at the Closing Date. At Closing, the following will occur:

K.2.a. Closing Documents; Escrow Agent/Underwriter Documents. The parties will execute and deliver the Closing Documents to the Escrow Agent.

K.2.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Escrow Agent in funds acceptable to Escrow Agent. The Earnest Money will be applied to the Purchase Price.

K.2.c. Disbursement of Funds; Recording; Copies. Escrow Agent will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

K.2.d. Intentionally Deleted.

K.2.e. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

K.3. Transaction Costs

K.3.a. Seller's Costs. Seller will pay the basic charge for the Title Policy; one-half of the escrow fee; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.

K.3.b. Buyer's Costs. Buyer will pay one-half of the escrow fee; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the costs to obtain the Survey; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.

K.3.c. Ad Valorem Taxes. Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing.

K.3.d. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

K.3.e. Brokers' Commissions. Upon closing and funding (but in no other event), Seller shall pay a commission to Buyer's broker, CBRE, Inc., in an amount equal to three percent (3%) of the Purchase Price. Neither Seller nor Buyer is represented by any other real estate agent or broker. Buyer and Seller each agree to indemnify, defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any other person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee, or not. The foregoing indemnity agreement shall survive closing or termination of this contract.

K.4. Issuance of Title Policy. Seller will cause Escrow Agent to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Default and Remedies

L.1. Seller's Default; Remedies before Closing. If Seller fails to perform its obligations under this contract, and such failure continues for more than five (5) days after written notice thereof from Buyer, or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect one of the following as its sole and exclusive remedy before Closing:

L.1.a. Termination; Liquidated Damages. Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.

L.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

L.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

L.2. Intentionally Deleted.

L.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before Closing.

L.4. Intentionally Deleted.

L.5. Intentionally Deleted.

L.6. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

M.1. Notices. Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States

Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

M.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

M.3. Amendment. This contract may be amended only by an instrument in writing signed by the parties.

M.4. Assignment. Buyer may not assign this contract without Seller's prior written consent. No such assignment will release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.

M.5. Survival. The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.

M.6. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN THE COUNTY FOR PERFORMANCE.

M.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

M.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this contract.

M.9. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

M.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

M.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

M.12. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

M.13. Confidentiality. This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

M.14. Binding Effect. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

(SIGNATURE PAGES TO FOLLOW)

SELLER:

YMCA OF METROPOLITAN DALLAS, INC.,
a Texas non-profit corporation

By: 

Name: CURT HAZELBAKER

Title: PRESIDENT & CEO

Date: 6-30-2021

BUYER:

IRVING INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By: 

Name: Magda Hernandez

Title: Superintendent of Schools

Date: June 21, 2021

ESCROW AGENT'S ACCEPTANCE OF CONTRACT

Escrow Agent, by its execution and delivery of this Real Estate Sales Contract, acknowledges it is "the person responsible for closing" the transaction that is the subject of this contract pursuant to section 6045(e) of the Internal Revenue Code and to prepare and file all informational returns, including, without limitation, IRS Form 1099S, and to otherwise comply with the provisions of section 6045(e) of the Internal Revenue Code, and acknowledges receipt of a fully executed counterpart of this Real Estate Sales Contract on this 1 day of July, 2021.

FIRST AMERICAN TITLE COMPANY

By [Signature]
Name: Grant Coxon
Title: VP, ACCOUNT MANAGER

Receipt for Initial Earnest Money Deposit

Escrow Agent acknowledges receipt of the Initial Earnest Money deposit of \$ 50,000 required under this Real Estate Sales Contract on this 2 day of JULY, 2021.

FIRST AMERICAN TITLE COMPANY

By [Signature]
Name: Grant Coxon
Title: VP, ACCOUNT MANAGER

Receipt for Additional Earnest Money Deposit

Escrow Agent acknowledges receipt of the Additional Earnest Money deposit of \$ _____ required under this Real Estate Sales Contract on this _____ day of _____, 20__.

FIRST AMERICAN TITLE COMPANY

By _____
Name: Grant Coxon
Title:

Exhibit A
Description of the Land

Being a part of a 6.53 acre tract of land out of the JACOB CASTOR SURVEY, Abstract #311, the record title holder of which is the City of Irving, Texas, as recorded in Volume 4925, Page 260, of the Deed Records of Dallas County, Texas. Said tract being conveyed, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East line of Story Road, said point being the Southwest corner of the above described tract and also being in the North line of a 17 foot Alley;

THENCE North along the East line of Story Road a distance of 295.79 feet to a point for corner;

THENCE East a distance of 9.48 feet to a point (said point being the Point of Curvature of a curve to the left having a central angle of 67 deg. 12 min. radius of 150.51 feet and tangents of 100 feet);

THENCE in a Northeasterly direction along said curve, a distance of 176.53 feet to the point of tangency of said curve;

THENCE North 22 deg. 48 min. East, a distance of 124.20 feet to a point in the South Right-of-Way line of State Highway No. 356;

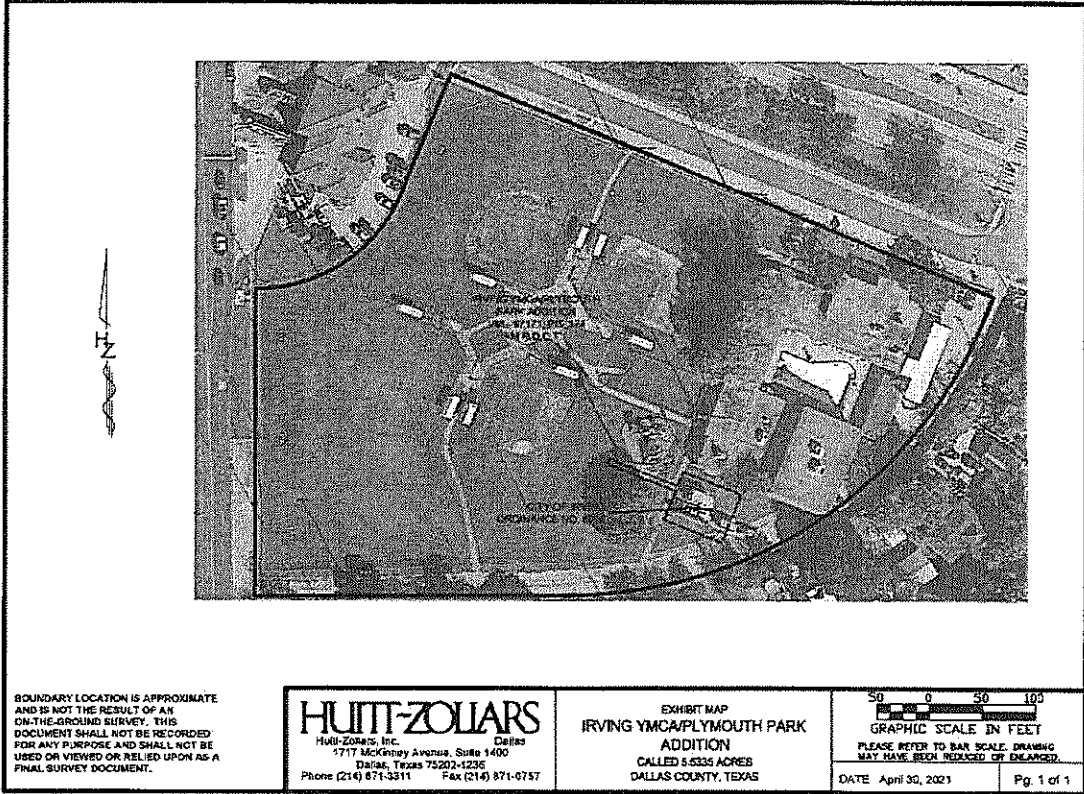
THENCE South 67 deg. 13 min. East along the South line of State Highway No. 356, a distance of 560.59 feet to a point for corner. (said point being the Northeast corner of the City of Irving Tract as described above).

THENCE South 22 deg. 52 min. West along the North line of a 17 foot alley a distance of 27.25 feet to the point of curvature of a curve to the left having a central angle of 67 deg. 26 min. and a radius of 427.21 feet;

THENCE in a Southwesterly direction along said curve and the North line of a 17 foot alley, a distance of 505.80 feet to the Point of Tangency of said curve;

THENCE North 89 deg. 44 min. West along the north line of said alley a distance of 317.11 feet to the Point of Beginning. (containing 5.62 acres of land).

**Exhibit A-1
Depiction of the Cell Phone Tower Tract**



27431548v2 73440.004.01

Exhibit B-1
Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control. Seller's representations and warranties shall not survive closing.

A.1. Authority. Seller is duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

A.3. Violation of Governmental Requirements. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.

A.4. Intentionally Deleted.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land-use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.

A.6. Terrorist Organizations Lists. Seller is not and Seller has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

A.7. No Other Obligation to Sell the Property or Restriction against Sale. To Seller's actual knowledge, Seller is not a party to any written agreement whereby Seller is obligated to sell any of the Property to any person other than Buyer. To Seller's actual knowledge, Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.8. Intentionally Deleted.

A.9. Intentionally Deleted.

A.10. No Other Representation. Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

A.11. No Warranty. Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

Exhibit B-2

Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

B.1. Authority. Buyer is a Home-Rule City chartered under the Texas Constitution and a political subdivision of the State of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer. **[BUYER TO UPDATE]**

B.2. Terrorist Organizations Lists. Buyer is not and Buyer has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

Exhibit C
Seller's Records

To the extent that Seller has possession or control of the following items pertaining to and currently impacting the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7.:

Governmental

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last two (2) years
- notices of appraised value for the current year and the last two (2) years
- records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- soil reports
- environmental reports and other information regarding the environmental condition of the Property
- water rights
- engineering reports
- prior surveys
- site plans

Licenses, Agreements, and Encumbrances

- all licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located



ACTION ITEM
07/14/2021

TOPIC: Consider Approval of First Reading of Proposed Revisions to the Local Policies as Applicable Per TASB Updates 117:

SUBMITTED BY: [Click here to enter text.](#)

BACKGROUND: The proposed revisions to the below referenced policies are submitted for Board approval of First Reading. Members of the Superintendent's cabinet have reviewed the policies applicable to their departments and discussed the policies with their staff, prior to submission for First Reading. On July 19, 2021, the Board's Policy Committee reviewed the proposed revisions/amendments to the below identified policies at the request of the Administration. Any revisions noted by the Policy Committee have been incorporated into the proposed documents.

- CH(LOCAL): PURCHASING AND ACQUISITION
- CHE(LOCAL): PURCHASING AND ACQUISITION - VENDOR DISCLOSURES AND CONTRACTS
- CV(LOCAL): FACILITIES CONSTRUCTION
- DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

ADMINISTRATIVE RECOMMENDATION: The Policy Committee recommends the Board approve the First Reading of the proposed revisions of the above identified policies pursuant to Administration request and place these policies for a First reading and possible adoption at the next board meeting.

RECOMMENDED BOARD MOTION: I move the Board approve the First Reading of the following policies attached hereto as Exhibit A:

Additional Agenda Sheets Attached: Yes No

Attachment:

- Documents containing all applicable policies are attached.

AGENDA SHEET

Meeting Date:7/14/2021

Topic: Consider Approval of First Reading of Proposed Revisions of the Following Policies pursuant to Administration request.

- CH(LOCAL): PURCHASING AND ACQUISITION
- CHE(LOCAL): PURCHASING AND ACQUISITION - VENDOR DISCLOSURES AND CONTRACTS
- CV(LOCAL): FACILITIES CONSTRUCTION
- DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

**Purchasing
Authority**

Pursuant to Chapter 44, Subchapter B, Texas Education Code (the "Act"), the Board delegates to the Superintendent the authority to acquire goods and services for the District to the extent authorized by the Act, subject to the provisions of and in accordance with the provisions of this policy. The Superintendent may designate one or more persons to carry out the responsibilities that are delegated herein to the Superintendent.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Exceptions and
Limitations

The authority delegated by this policy does not and shall not include the authority to contract for professional services enumerated in the Texas Professional Procurement Act (Subchapter A, Chapter 2254 Texas Government Code) except for professional nursing, medicine, and optometry, which is delegated to the Superintendent, subject to compliance with the Act. A financial adviser in connection with the issuance of District debt instruments, attorneys at law including bond counsel for the District, educational services authorized by Section 11.157 Texas Education Code, and the services of professional educators are not included in this delegation. For construction services, see CV(LOCAL).

All District contracts and purchase orders for goods and services shall be limited by and shall be in accordance with Subchapter I, Chapter 271, Texas Government Code.

Final acceptance of bids, offers, proposals, awards, and contracts must be authorized or approved by the Board for purchases that exceed \$100,000, except for purchases made through contracts that were previously authorized by the Board, purchases made in

accordance with a contract authorized by the State of Texas cooperative program, or purchases made through interlocal agreements that were previously approved by the Board.

Purchases made to replace stolen items or items damaged by ~~natural causes or~~ vandalism shall not require specific approval of the Board.

Final acceptance of bids, offers, proposals, awards, and contracts must be authorized or approved by the Board for purchases that exceed \$500,000 with no exceptions. The Board and the Superintendent shall adhere to applicable law and shall follow rules and procedures for the acquisition of goods and services.

Purchases Valued
at or Above \$50,000

Except for construction and professional services, the Superintendent shall select the method of procurement from the methods authorized by Texas Education Code 44.031(a) that will provide the best value to the District.

*Competitive
Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids to the extent permitted by law.

*Competitive
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. Information from competing proposals should not be disclosed to offerors.

The District may reject any and all proposals to the extent permitted by law.

Electronic Bids or
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the

DATE ISSUED:
6/17/2021 ~~11/13/2019~~
UPDATE 117414
CH(LOCAL)-X

PURCHASING AND ACQUISITION

CH
(LOCAL)

competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Evaluation Criteria Evaluation criteria shall comport with applicable statutory and regulatory requirements.

Notice Publication Notice of when and where bids or proposals or the responses to a request for qualifications will be received and opened shall be published according to statutory requirements.

Sole Source Sole-source purchases must be approved at the associate superintendent level. Sole source purchases must be documented and comport with all applicable statutory requirements.

Responsibility for Debts The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments All purchase commitments, other than pursuant to approved contracts and travel reimbursements, shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures. Purchase orders should comport with the applicable provisions of the Texas Business and Commerce Code.

When using petty cash for a purchase as prescribed in the District's procedures manual or when cash is advanced to District staff as permitted by District procedures, a purchase order shall not be required to be generated in advance. The requisition/purchase order may be generated when those transactions are reconciled per the business office procedures manual.

Personal Purchases District employees shall not be permitted to make purchases for personal use through the District's business office.

HUB/D/M/WBE Participation Women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other vendors, to competitive bidding, competitive sealed proposals, and requests for proposals as defined by the Texas Education Code 44.031.

The term women or minority owned business shall mean a business in which at least 51 percent of the ownership and management is by minority group members or women owned, or in the

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CH(LOCAL)-X

case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women, or as otherwise defined by federal law. Minority groups shall include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans, or as otherwise defined by federal law. The District shall accept HUB certification from the comptroller of public accounts or D/M/WBE from any established certification organization or the District's women or minority owned business affidavit procedure.

The Superintendent shall reasonably require that an appropriate plan be developed that ensures the above-described businesses and business enterprises are provided fair and equal opportunity to secure District contracts for goods and services in accordance with this policy as written.

DATE ISSUED:
6/17/2021 ~~11/13/2019~~
UPDATE 117414
CH(LOCAL)-X

ADOPTED:
280

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PURCHASING AND ACQUISITION

CH
(LOCAL)

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PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

~~Solicitors, vendors, collectors, or salespersons shall not be permitted to confer with students or employees during school hours without the prior approval of the Superintendent or designee.~~

~~Under no circumstances shall such persons be permitted to interrupt classes or conduct personal business with employees.~~

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Historically Underutilized Business

“Historically Underutilized Business” means a business concern with its principal place of business in this state, more than 50 percent of which is owned, controlled, managed, or operated by economically disadvantaged person(s). The term includes, but is not necessarily limited to minority business enterprises, women’s business enterprises, or disadvantaged business enterprises.

“Economically disadvantaged person” means a person who is economically disadvantaged because of the person’s identification as a member of a certain group, including African Americans, Hispanic Americans, women, Asian Pacific Americans, Native Americans, and those who have suffered the effects of discriminative practices or other similar insidious circumstances over which a person has no control.

“Certified Historically Underutilized Business” means a business concern that has been certified by the Texas Buildings and Procurement Commission as a historically underutilized business pursuant to Texas Government Code Chapter 2161 or by a local government or nonprofit organization whose certification program has been approved by the Building and Procurement Commission pursuant to Texas Government Code 2161.061.

The District shall ensure that District officials, architects, contractors, construction managers, and similar persons or entities solicit bids, proposals, qualifications, or other similar procurement methods from historically underutilized businesses for District construction projects required to be formally procured under the Texas Government Code 2269.

The District, its architects, and contractors shall include among the factors to be considered in evaluating bids, proposals, qualifications, and the like, as well as in determining to whom to award a contract, the impact on the ability of the District or contractor to comply with this policy and laws or rules relating to historically underutilized businesses.

The District shall ensure that the District’s architects and general contractors, including construction managers at risk, provide the District satisfactory evidence documenting that the contractor and/or construction manager at risk made good faith efforts to provide adequate contracting opportunities for historically underutilized business enterprises in awarding subcontracts and selection of vendors or suppliers.

**Construction
Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$150,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$150,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

The Superintendent or designee is authorized to approve necessary change orders within the following described amounts if the change does not result in a substantial change in the work or scope of the contract, nor directly increase the guaranteed maximum price or contract sum.

No single change order valued at more than \$75,000 may be approved, nor may the total of all change orders approved exceed, in the aggregate, one percent of the original contract sum or guaranteed maximum price.

Change directives and all other change orders exceeding \$75,000 shall be approved by the Board prior to a change in the work and prior to any changes being made in the contract or construction documents.

This delegation of authority to approve change orders is limited to each District construction project and shall not be construed so as to apply to more than one project that may be included within one contract with a contractor or construction manager.

**Project
Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and shall also provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

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The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

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Final Payment

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**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

**Catastrophic Illness
or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee ~~or a member of the employee's immediate family~~ that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. ~~Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph~~ ~~Complications resulting from pregnancy shall be treated the same as any other condition.~~

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.~~
- ~~2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.~~
- ~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

~~1. Local leave.~~

~~2. State sick leave accumulated before the 1995-96 school year.~~

~~3. State personal leave.~~

~~Use of catastrophic leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent five or more consecutive workdays because of personal illness or illness in the immediate family;

2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or

~~3.~~ The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's a spouse, parent, or child; or

4.3. The employee requests FMLA leave for military caregiver leave purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

~~**Note:** — For District contribution to employee insurance during leave, see CRD(LOCAL).~~

State Personal Leave The Board requires employees to differentiate the manner in which state personal leave is used. -

Nondiscretionary Use Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for Leave

~~The employee shall submit a written request for discretionary use of state personal leave, to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and/or District operations, as well as the availability of substitutes.~~

Duration of Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays, and no more than five workdays per year shall be approved ~~for discretionary use of leave.~~

Local Leave

~~Each All employees shall earn paid local leave each school year. Paid local leave shall be available as follows:~~

- ~~• An employee in a ten-month position, or who normally works less than 202 days, shall earn five, paid local leave days per year.~~
- ~~• An employee in an 11-month position, or who normally works between 202 and 224 days, shall earn six, or paid local leave days per year. This shall include 11-month custodians.~~
- ~~• An employee in a 12-month position, or who normally works more than 224 days, shall earn seven paid local leave days each school year in accordance with administrative regulations per year.~~

~~Local leave shall be earned at the rate of one-half leave day for each 18 days of employment for the first 180 workdays of the employment year. One day shall then be earned for each 22 workdays of the employment year, up to the maximum given for each type of position.~~

Local leave shall accumulate to a maximum of 60 leave days.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, ~~[see DEC(LEGAL)]~~, except that an employee may contribute local leave to a catastrophic sick leave bank. [See DEC(LEGAL)] ~~and may use local leave for leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.~~

Job Abandonment

~~Employees who are absent from work for three consecutive working days without notice and who cannot be reached by a supervisor may be deemed to have voluntarily resigned from the District and may be separated from the District due to job abandonment (i.e. failure to fulfill duties or responsibilities, repeated and continued neglect of duties, etc.) in accordance with District policy. [See DFBA, DFBB, and DCD series]~~

Catastrophic Leave Bank

The District shall establish a catastrophic leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

~~If the employee is unable to request leave from the catastrophic leave bank, a member of the employee's family or the employee's supervisor may submit the request.~~

The Superintendent or designee shall develop regulations for the operation of the ~~catastrophic leave~~ bank that address the following:

1. Membership in the ~~catastrophic leave~~ bank, including the number of days an employee must ~~contribute~~ donate to become a member;
2. Procedures to request leave from the ~~catastrophic leave~~ bank;
3. The maximum number of days per school year a member employee may receive from the ~~catastrophic leave~~ bank;

COMPENSATION AND BENEFITS
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4. The committee or administrator authorized to consider requests for leave from the ~~catastrophic leave~~ bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the ~~catastrophic leave~~ bank.

Appeal

An employee may appeal a decision. All decisions regarding the catastrophic leave bank ~~may be appealed~~ in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator ~~designee~~.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for Spouses

When if both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~[See DECA(LEGAL)]~~

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]~~

Certification of Leave

When if an employee requests leave, the employee shall provide certification, in accordance with ~~as required by~~ FMLA regulations, of the need for leave. ~~[See DECA(LEGAL)]~~

Fitness-for-Duty Certification

In accordance with administrative regulations, **when** if an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

Leave at the End of Semester ~~Leave~~

When if a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of

	<p>the semester. [See DECA(LEGAL), Leave at the End of a Semester]</p>
<p>Failure to Return</p>	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</p>
<p>Temporary Disability Leave</p>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<p>Temporary Medical Leave for Noncertified Employees</p>	<p>The District shall, upon request, may grant a noncertified employee up to 45 calendar days of unpaid temporary medical leave for a work-related or non-work-related personal injury or illness once all other available leave has been exhausted. The employee may elect to continue the District's group insurance plan, at his or her own expense. [See CRD]</p>
<p>Workers' Compensation</p>	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/>
<p>Paid Leave Offset</p>	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p> <p>The District shall permit the option An employee eligible for paid leave offset in conjunction with workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]</p>

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for
Accumulated
Reimbursement of
Leave Upon
Retirement**

The following leave provisions shall apply to local leave ~~accumulated~~~~earned~~ beginning on the original effective date of this program.

An employee who retires from ~~employment with~~ the District shall be eligible for ~~payment for accumulated~~~~reimbursement of~~ local leave under the following conditions:

1. The employee's retirement ~~from the District~~ is voluntary, i.e., ~~the employee is not being discharged or nonrenewed~~.
2. The employee provides ~~advance~~ notice of ~~intent to retire~~~~the retirement~~ by the established deadline.
3. The employee has at least 15 days of available state leave.

The employee shall ~~receive payment~~~~be reimbursed~~ for each day of ~~accumulated~~ local leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

Job Abandonment

Employees who are absent from work for three consecutive working days without notice and who cannot be reached by a supervisor may be deemed to have voluntarily resigned from the District and may be separated from the District due to job abandonment (i.e., failure to fulfill duties or responsibilities, repeated and continued neglect of duties, etc.) in accordance with District policy. [See DFBA, DFBB, and DCD series]

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**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent five or more consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

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*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays, and no more than five workdays per year shall be approved.

Local Leave

Each employee shall earn five, six, or seven paid local leave days each school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 60 leave days.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may contribute local leave to a catastrophic leave bank. [See DEC(LEGAL)]

**Catastrophic Leave
Bank**

The District shall establish a catastrophic leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave and any applicable compensatory time.

The Superintendent or designee shall develop regulations for the operation of the bank that address the following:

1. Membership in the bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the bank;
3. The maximum number of days per school year a member employee may receive from the bank;
4. The committee or administrator authorized to consider requests for leave from the bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the bank.

Appeal

An employee may appeal a decision regarding the catastrophic leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Combined Leave for
Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or
Reduced Schedule
Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of
Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty
Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of
Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

**Temporary Disability
Leave**

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

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**Temporary Medical
Leave for
Noncertified
Employees**

The District shall, upon request, grant a noncertified employee up to 45 calendar days of unpaid temporary medical leave for a work-related or non-work-related personal injury or illness once all other available leave has been exhausted. The employee may elect to continue the District's group insurance plan, at his or her own expense. [See CRD]

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance notice of intent to retire by the established deadline.
3. The employee has at least 15 days of available state leave.

The employee shall receive payment for each day of accumulated local leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

Job Abandonment

Employees who are absent from work for three consecutive working days without notice and who cannot be reached by a supervisor may be deemed to have voluntarily resigned from the District and may be separated from the District due to job abandonment

COMPENSATION AND BENEFITS
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(i.e., failure to fulfill duties or responsibilities, repeated and continued neglect of duties, etc.) in accordance with District policy. [See DFBA, DFBB, and DCD series]

JULY 2021 REPORT FROM DIVISION OF BUSINESS SERVICES

TAX OFFICE

Total Tax Collections for June 2021 are \$501,274.

	<u>JUNE 2021</u>	<u>YEAR TO DATE</u>
Current Year	\$ 281,286	\$ 193,976,489
Delinquent	102,344	838,802
Penalty & Interest	117,607	1,615,154
Other	37	1,535
Total	<u>\$ 501,274</u>	<u>\$ 196,431,980</u>

BUSINESS SERVICES

Payroll for June 2021 was paid as follows:

	<u>GROSS PAY</u>	<u>BENEFITS</u>	<u>TOTAL</u>
Local Maintenance	\$ 18,732,640	\$ 3,602,091	\$ 22,334,731
Special Revenue	1,627,488	282,386	\$ 1,909,874
Total	<u>\$ 20,360,128</u>	<u>\$ 3,884,477</u>	<u>\$ 24,244,605</u>

INVESTMENT EARNINGS REPORT

	<u>MAY 2021</u>	<u>YEAR TO DATE</u>
Local Maintenance	\$ 23,728	\$ 204,073
Federal Programs	893	15,612
Interest & Sinking	492	12,677
Capital Projects	0	0
Internal Service	139	2,127
Total All Funds	<u>\$ 25,252</u>	<u>\$ 234,489</u>

MEMO

TO: Gary Micinski, CFO
FROM: Cher Elzy, Director Tax Operations
SUBJECT: Monthly Tax Report
DATE: July 19, 2021

Attached for your consideration is the collection activity for the month of June 2021.

Our monthly collections for June reflect \$102,344 in delinquent collections and \$281,286 in current collections and \$117,608 in penalty and interest. Adjustments made (\$2,009,153) in changes to delinquent tax years and \$14,848,938 in changes made to current year. Our current year (2020) reflects a beginning roll of \$182,761,680. Total ending receivable balance for all years is \$8,765,116 for the month of June 2021.

**IRVING INDEPENDENT SCHOOL DISTRICT
JUNE 2021
TAX COLLECTION REPORT**

IISD:

	<u>M-T-D FY 2019-2020</u>	<u>M-T-D FY 2020-2021</u>	<u>Y-T-D FY 2019-2020</u>	<u>Y-T-D FY 2020-2021</u>
Current Year	381,377.51	281,286.16	182,316,180.30	193,976,488.60
Delinquent	79,913.87	102,343.83	537,795.13	838,801.75
Penalty & Interest	111,871.11	117,607.53	1,177,598.74	1,615,154.39
Other	134.34	36.72	1,359.93	1,535.34
Sub-Total	573,296.83	501,274.24	184,032,934.10	196,431,980.08

Revenue year-to-date
compared to prior fiscal year 12,399,045.98

OTHER COLLECTIONS:

Research Fees	0.00	767.00
Attorney Fees	37,559.97	633,781.61
Court Costs	0.00	0.00
Rendition Penalty	280.03	11,463.21

REFUNDS:

	(19,947.88)	(3,130.60)
Total Collections	519,166.36	197,074,861.30

ACTIVITY SUMMARY:

	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Collection Percentage Current Year Compared to Prior Year	98.20%	98.16%

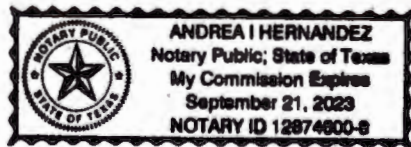
RECEIVABLES YEAR-TO-DATE SUMMARY

	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	182,761,679.51	7,978,941.94	190,740,621.45
Adjustments	14,848,937.95	(2,009,152.71)	12,839,785.24
Levy Paid	193,976,488.60	838,801.75	194,815,290.35
Ending Balance	3,634,128.86	5,130,987.48	8,765,116.34

I hereby certify the above report of tax collections to be true and accurate accounting of the revenues collected for as of the above report date according to and to the extent of the records of my office.

Cheryl Ezy
Cheryl Ezy, Tax Assessor/Collector I/A

Signed and sworn before me this 18th day of July, 2021



Andrea I Hernandez
Notary Public, State of Texas

REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

Facilities and Operations Department

A total of 1319 work orders have been completed from June 1, 2021, through June 30, 2021. This includes 1240 corrective work orders and 79 preventive work orders.

Document Services - Laserfiche – In June, we received 3 Laserfiche requests/work orders (one for Document Services and two for Human Resources. We had 0 Records Center requests for employee files.

Public Information – In June, 24 requests were opened (11 are still being processed and 13 were completed). During the 2020-2021 school year, we have received 215 requests (199 have been closed and 16 are open for various reasons, including AG rulings).

Student Records – In June, 377 student records requests were received and 350 were completed.

Print Shop – 54 orders were received and 54 were completed.

Mail Center – In June, we processed 8,952 pieces of mail for US Postage at a cost of \$5,018. We processed 27 boxes at a cost of \$181. We continue to process interoffice mail daily.

SchoolDude Work Orders – In June, we closed and received a total of 40 new requests:

- Deliver Shred Console/Container – Total 0
- Destruction Approval/Shredding – Total 10
- Records Center Retrieval (Not to include Employee Services) – Total 6
- Shred Consoles Emptied – Total 22
- New Transfers to Records Center – Total 2
- Other – Total 0

Maintenance –The Maintenance Department maintains critical infrastructure in the following areas: Electrical, HVAC, Plumbing, Preventive Maintenance, Fire Safety Equipment, Kitchen Equipment, Elevators, Public Address Systems, Carpentry, Roofing, Painting, and Locks and Keys.

The Utilities Section – The team completed 185 work orders during the month of June. All sections are currently working on projects and workorders at various locations.

The Structural Section – The team completed 112 work orders during the month of June. All sections are currently working on projects and workorders at various locations. Summer painting is complete at Otis Brown ES, Sam Houston MS, and Nimitz HS.

The Grounds Section – In June, The Grounds Department worked constantly to maintain all campuses while working on summer projects concurrently. The rain has continued throughout the month of June causing the grass at all campuses to continue to grow very fast. The crews were busy mowing, trimming, and weeding beds. We have fertilized and aerated all sports fields and several campuses. We continue to work daily to control fire ants and wasps. We have continued to work cooperatively with all other departments in Facilities and Security. All irrigation systems are undergoing inspection and repair. The small engine shop continued to repair tractors and golf carts to keep our crews productive for the athletic programs. Our vehicle mechanic serviced and repaired numerous vehicles in our 128-vehicle fleet to ensure all vehicles were ready when needed.

Regulatory Compliance, IPM and Safety – In June, we sent out an email to all Facilities staff to ensure that everyone is aware of the dangers of heat during this hot time of the year. We resolved an indoor air quality issue at an elementary campus. We continue to work together with our pest control vendor to minimize pests in all our campuses. We continue to stress to all employees the importance of safety to minimize the risk of exposure to Covid-19. This includes the need to social distance now that wearing a mask is optional to reduce the chances of spreading the virus. With the heat ramping up, we have started offering Gatorade to our Support Services teams. The Facility Department continues to stress to personnel the importance of using personal protective equipment while working especially hand sanitization, and proper social distance. We continue to train our employees in the SchoolDude work-order system. Our team is busy addressing several work orders dealing with the summer-time wave of fire ant issues. We also teamed with building managers, HVAC Department, Structural Department, and Health Services Department to ensure that we are providing the best indoor air quality for our staff and students.

Operations – The Custodial Department completed 63 work orders for the month of June. That is a decrease of 636 work orders for Custodial Department from the previous month. The decrease is attributed to our summer cleaning program, but none the less, our team is working hard on deep cleaning every campus in the district.

Warehouse – Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of June total 247 orders pulled and posted in MUNIS, School Dude, and Primero.

- 99.38% average delivery time in one day.
- Routine Delivery, Warehouse, Surplus, Document Management Work Orders for the month of June is 311 total work orders closed. This includes 158 work orders

for Document Services and 153 work orders for Delivery, Warehouse, and Surplus.

The Warehouse supported various campus operations, such as, Hands on Science Center, Food Service & Nutrition, Records Department, Mail Services, Operations Department, CTE Department, Library Services, and Physical Education Department by providing deliveries, pickups, and completing work orders.