

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES  
7:00 PM

Irving ISD Board Room  
2621 West Airport Freeway  
Irving, TX 75062  
Monday, November 15, 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 - Townley ES
- D. Recognition of the Teacher of the Month - Hiam Al-Samarrai - Hanes ES 4
- E. Recognition of the Employee of the Month - Marvin Andrade, Building Manager - de Zavala MS 5
- F. Recognition of the Guest Educator of the Month - Ronna Endicott - Stipes ES 6
- G. Public Hearing Regarding the Financial Integrity Rating System of Texas (School FIRST Report) (F. Natividad) 7
- H. Public Comment

**III. ACTION ITEMS**

- A. Consider Approval of Consent Agenda Items:
  - 1. Consider Approval of Minutes of the Work Session on October 18, 2021 and the Regular Board Meeting on October 18, 2021 (M. Hernandez) 48
  - 2. Consider Approval of Financial Statement for September 2021 (A.D. Jenkins) 54

3. Consider Approval of Resolution and Order No. 21-22-03 Authorizing November Amendment to the 2021-2022 Budget (A.D. Jenkins) 79
4. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins) 88
5. Consider Approval of 2021-2022 Campus Improvement Plans and Targeted Improvement Plan (S. Peragine/A. Gomez) 146
6. Consider Acceptance of Third Amendment to the Amended and Restated Agreement to Provide Transportation Services Between First Student, Inc. and Irving Independent School District (A. Mejia/A. Smith) 174
7. Consider Approval of Resolution No. 21-22-02 of the Board of Trustees of the Irving Independent School District Initiating the Analysis of Data and Consideration of Proposals for Redivision of Single Member - Trustee Districts (E. Kolni) 177
8. Consider Approval of the Subcontract Agreement Between the University of North Texas and Irving Independent School District for the Home Instruction for Parents of Preschool Youngsters (HIPPY) Program (O. Rosenberger/C Marquez-Gomez) 181
9. Consider Approval of Item No. 2022-12 Approving the Renewal of Award for Request for Proposals (RFP) #20-04-922 for Comprehensive Marketing Products and Services (J. Pilgrim/N. Mansell) 275
10. Consider Approval of Item No. 2022-13 Approving the Award of Request for Proposal (RFP) #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program (J. Pilgrim/C. Jaird) 279
11. Consider Approval of Item No. 2022-14 Approving Award for Request for Proposal (RFP) #22-14-737 of Grocery and General Retail/Wholesale Merchandise Stores and Supplies (J. Pilgrim) 284
12. Consider Approval of Item No. 2022-15 Approving the Award of Request for Proposal (RFP) #22-12-884, (RFP) #22-16-884, and (RFP) #22-18-884 for the Purchase of Special Education Curriculum Platform, Special Education Professional Development Consulting Services, and Special Education Instructional Supplies and Materials, Respectively. (J. Pilgrim/J. Goren) 288
13. Consider Approval of Item No. 2022-16 Approving the Construction Manager-At-Risk (CMAR) Delivery Method and the Proposal Evaluation Criteria for Construction of the Center for Employee Development and Wellness Project at Singley Academy. In addition, the Administration Requests that the 294

Board Delegate its Authority Under Government Code 2269.053 to the Superintendent or Her Designee (Director of Purchasing) Regarding Actions Required in the Request for Bids, Proposals, or Qualifications or in an Addendum to the Request (J. Pilgrim/A. Smith/F. Natividad)

- 14. Consider Approval of Resolution No. 21-22-03 Casting Vote for the Fifth Member of the Board of Directors of the Dallas Central Appraisal District (F. Natividad) 300
- 15. Consider Approval of Final Payment and Closeout Documentation for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School (J. Scrivner/A. Smith) 303
- 16. Consider Acceptance of Gifts and Donations to the District 319

**IV. OTHER BUSINESS**

A. Written Reports

1. Division Reports

- a. Business Services 322
  - \* Total Tax Collections
  - \* Payroll
  - \* Investment Earnings
  - \* Annual Investment Report
- b. Support Services 337
  - \* Monthly Maintenance work Order Summary Report for November
- c. Human Resources

B. Announcements

1. Administration

- a. Superintendent Announcement(s)

2. Board of Trustees

- a. Individual Trustee Report on IISD Student Activity/Event

**V. EXECUTIVE SESSION**

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

**VII. ADJOURNMENT**

**RECOGNITION**  
**November 15, 2021**

**TEACHER OF THE MONTH**  
**November 2021**

Ms. Hiam Al-Samarrai started her teaching career in Irving ISD as a math tutor at Hanes Elementary. The following year she was hired as a 4th grade Math and Science Teacher.

For the last seven years, she has been a dedicated teacher for every student she serves. Hiam is often seen volunteering her time to tutor early in the school year to ensure students have all the help they need closing any gaps in their learning. Parents love how she makes math simple for their students to understand.

Students often comment on how helpful, and supportive Ms. Al-Samarrai is in their learning, providing plenty of opportunities for their success. This year, Ms. Al-Samarrai has taken the added responsibility of grade-level lead to lead and serve her fellow colleagues. She is a campus leader and works incredibly hard to build relationships with students and staff.

Congratulations, Ms.Hiam Al-Samarrai, on being November's Teacher of the Month!

**RECOGNITION**  
**November 15, 2021**

**EMPLOYEE OF THE MONTH**  
**November 2021**

It is de Zavala Middle School's great honor to nominate Marvin Andrade for the Irving ISD Employee of the Month. Mr. Andrade serves as the building manager at Lorenzo de Zavala. He takes great pride in his role and works tirelessly each and every day to make sure DZ stays in immaculate condition.

Mr. Andrade logs well over 20,000 steps each day, and is there for each and every person on campus whenever he is needed. He always has a smile on his face and always has a positive disposition.

Mr. Andrade is always on the go and has done a phenomenal job sanitizing the building during these unprecedented times. He puts several teachers at ease in the way he cares for all of us, as he is highly visible in the halls disinfecting high traffic areas.

Mr. Andrade is a person of great character and is always there to help support our staff and students. Individuals of Mr. Andrade's caliber are rare to find, and we are incredibly fortunate to have Marvin Andrade at de Zavala Middle School.

Congratulations Mr. Marvin Andrade, on being November's Employee of the Month!

**RECOGNITION**  
**November 15, 2021**

**GUEST EDUCATOR OF THE MONTH**  
**November 2021**

Ms. Ronna Endicott is very dedicated and enthusiastic to come to Stipes Elementary every day. She knows all of our students and staff very well. She is very flexible, dependable, and positive as she works in various capacities across our campus.

Ms. Endicott is willing to help anywhere she is needed. She showed up on the first day of school on her own ready to help and volunteer wherever she was needed. She loves helping for lunch duty.

The students love to know when she will be helping out in their classrooms because they enjoy being around them. She has been dedicated to Stipes for over 3 years. Stipes students and staff miss seeing her on the days when she is not subbing for us.

Congratulations Ms. Ronna Endicott on being November's Guest Educator of the Month!

**PUBLIC HEARING REGARDING THE FINANCIAL INTEGRITY RATING SYSTEM OF  
TEXAS (SCHOOL FIRST REPORT)**



### **Financial Integrity Rating System of Texas**

The state's school financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve those practices.

- Indicators of FIRST
- Disclosures

### Key Financial Staff

- Irving ISD School Board & the Superintendent
- Irving ISD Financial Committee
- Irving ISD Financial Advisors
- Irving ISD External Auditors
- Irving ISD Business Division

# Irving ISD School Board & the Superintendent



**Nuzhat Hye**  
Vice President, District 4



**Randy Randle**  
President, District 7



**Magda Hernández**  
Superintendent



**Pamela Campbell**  
Secretary, District 3



**Tony Grimes**  
District 6



**A.D. Jenkins**  
District 5



**Michael Kelley**  
District 2



**Dr. Rosemary Robbins**  
District 1

## Irving ISD Fall 2021 FIRST Report

- Irving ISD Financial Advisors

- Derek Honea- RBC Capital Markets, Dallas
- Rob Collins- Bond Attorney

- Irving ISD External Auditors

- Claire Wootton, CPA- Weaver and Tidwell, L.L.P., Dallas
- Sara Dempsey, CPA (Partner)- Weaver and Tidwell, L.L.P., Dallas Irving ISD External Auditors

- Irving ISD Other Key Pieces

- Depository- Chase Bank
- Underwriters- Banks and Financiers (Support Bond Sales)

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# Irving ISD Fall 2021 FIRST Report



Tax Services  
Ms. Elzy



Business  
Ms. Lalee



Administrative Assistant  
Ms. Wilshire



Payroll  
Ms. McConathy



Purchasing  
Mr. Pilgrim

# Texas Education Agency 2021 FIRST Report

# FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)



Financial Integrity Rating System of Texas

## 2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

Name: <b>IRVING ISD(057912)</b>	Publication Level 1: 8/4/2021 2:00:38 PM
Status: <b>Passed</b>	Publication Level 2: 8/6/2021 11:10:55 AM
Rating: A = Superior Achievement	Last Updated: 8/6/2021 11:10:55 AM
District Score: 98	Passing Score: 70

## FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)

1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	6/8/2021 3:19:20 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	6/8/2021 3:19:20 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	6/8/2021 3:19:20 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A – Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)	7/1/2021 9:01:10 AM	Yes Colling Passed
5	This indicator is not being scored.		
			: Multiplier Sum
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B – Above Standard Achievement.)	6/28/2021 11:04:19 AM	Colling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	6/8/2021 3:19:21 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/8/2021 3:19:21 PM	8
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	6/8/2021 3:19:21 PM	10
10	Did the school district average less than a 1.0 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	7/2/2021 1:10:52 PM	10

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## FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)

11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>	6/8/2021 3:19:22 PM	10
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	6/8/2021 3:19:22 PM	10
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/8/2021 3:19:23 PM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	6/8/2021 3:19:23 PM	10
15	<u>Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.</u>	6/8/2021 3:19:23 PM	5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to file information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points. B = Above Standard Achievement.)</u>	6/8/2021 3:19:24 PM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points. C = Meets Standard Achievement.)</u>	6/8/2021 3:19:24 PM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	6/8/2021 3:19:24 PM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	6/8/2021 3:19:24 PM	5
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points. B = Above Standard Achievement.)</u>	6/8/2021 3:19:24 PM	Ceiling Passed

# Texas Education Agency 2021 FIRST Report in Common Terms

## Irving ISD Fall 2021 FIRST Report

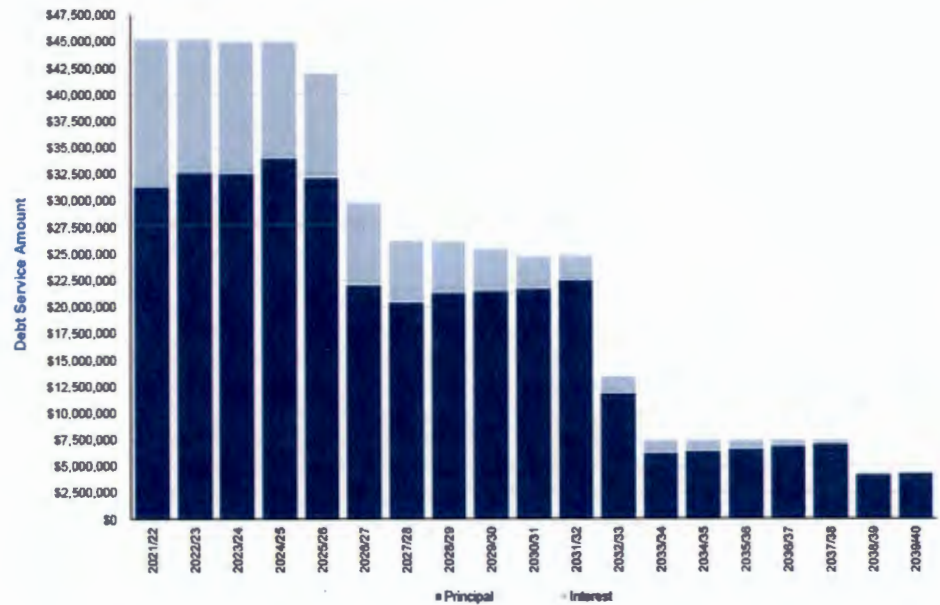
1. Was the annual financial report (AFR) submitted to TEA **on time**?
2. Was there an **unmodified** opinion in the AFR?
3. Were all Debt and Bond payments made **on time**?
4. Were payments to pension fund, IRS, and other governmental agencies made **on time**?
5. This indicator is not being scored

5	This indicator is not being scored.
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*\*Automatic Failure*

# Irving ISD Fall 2021 FIRST Report

**Irving Independent School District  
Outstanding Unlimited Tax Debt by Principal and Interest**



Note: Debt service payments reflect payments from September 1 through August 31

## Irving ISD Fall 2021 FIRST Report

6. Was the average change in fund balance over 3 years less than a 25% decrease?
7. Was the number of days of cash on hand sufficient to cover operating expenditures?
8. Was the current assets to current liabilities ratio sufficient to cover short-term debt?  
  
- Current Assets / Current Liabilities > 3 (IISD = 2.9182 or 2% low = 8/10)
9. Did the District's general funds revenue exceed its expenditures?
10. Did the School District average less than a 10% variance when comparing to last 3 years' revenues ?

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11. Was the ratio of long-term liabilities to total assets sufficient to support long-term solvency?
12. Was the debt per \$100 of assessed property sufficient to support future debt repayment?
13. Was the school district's administrative cost equal or less to the threshold ratio?
14. Did the school district not have a 15% decline in the student to staff ratio?
15. Was the school district's ADA within the allotted range of the district's biennial pupil projection submitted to TEA?

## Irving ISD Fall 2021 FIRST Report

16. Did PEIMS data matches district's AFR result? (>3%)
17. Was the AFR free of any instances of material weakness in internal controls?
18. Was the AFR free of any instances of material noncompliance for grants, contracts, and laws?
19. Did the school district post the required financial information on its website in accordance with Government Codes?
20. Did the school board discuss the district's property values at a board meeting within 120 days before budget adoption?

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# Irving ISD Fall 2021 FIRST Report

## DETERMINATION OF RATING

<b>A.</b>	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
<b>B.</b>	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

# Disclosures

## Irving ISD Fall 2021 FIRST Report

1. Superintendent's Employment Contract  
- <https://www.irvingisd.net/Page/1092>
2. Reimbursement received by the Superintendent and Board Members  
- Meals, Lodging, Transportation, Motor Fuel, other
3. Outside Compensation and/or Fees received by the Superintendent for Professional Consulting  
- None
4. Gifts received by the Executive Officers and Board Members  
- None
5. Business Transactions between School District and Board Members  
- None

\* All documents are included in the Board Book as part of this item



## **DISCLOSURES**

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### **1. Superintendent's Employment Contract**

The school district is to provide a copy of the superintendent's employment contract that is effective on the date of the School FIRST hearing in calendar year 2021. In lieu of publication in the School FIRST financial management report, the school district may choose to publish the superintendent's employment contract on the school district's Internet site. **If published on the Internet**, the contract is to remain accessible for twelve months.

## Superintendent Term Contract

This Contract is entered into between the Board of Trustees (the "Board") of the IRVING INDEPENDENT SCHOOL DISTRICT (the "District") and Magda Hernandez (the "Superintendent").

### WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201(b) and Chapter 21, Subchapter E of the Texas Education Code, have agreed, and do hereby agree, as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, starting January 1, 2020 and ending June 30, 2024, based on a 230-contract-day school year.
2. **Extension.** The Board and the Superintendent (collectively the "Parties") may extend the term of this Contract by agreement or as permitted by state law at any time during the Contract Term but not until after the Superintendent's second formal appraisal. Failure to extend a contract shall not constitute contract nonrenewal. No property interest, express or implied, is created in continued employment beyond the term of this Contract.
3. **Certification and Records.** The Superintendent agrees to maintain the required certification and experience records throughout the term of employment with the District, and all other records required for personnel or payroll purposes. If the Superintendent's certification expires, is canceled, or is revoked, then this Contract is void.
4. **Reassignment.** The parties agree that the Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
5. **Representations.** The Superintendent makes the following representations:
  - 5.1 **Beginning of Contract:** At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of her national criminal history record information (NCHRI) if required by the District, the Texas Education Agency, or the State Board for Educator Certification. The Superintendent understands that a criminal history record acceptable to the Board, in its sole discretion, is a condition precedent to this Contract.

- 5.2 **During Contract:** The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for any felony, any offense involving moral turpitude, and any of the other mandatory reporting offenses as indicated in state or federal law or regulations or Board policy. The Superintendent agrees to provide such notification in writing within three (3) calendar days of the event or any shorter period specified in Board policy.
- 5.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with her employment application, certification, employment history, and payroll and personnel records are true and correct. Any knowingly false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
6. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to faithfully perform her duties as follows:
- 6.1 **Authority:** The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in federal and state law and regulations, Board policy, the job description, and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law and regulations, Board policy, rules, and regulations as they exist or may hereafter be amended. The duties of the superintendent are as set forth in Texas Education Code §11.201(d), as may hereinafter be amended, including:
- (1) assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
  - (2) except as provided by Education Code Section 11.202, assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel of the District other than the Superintendent;
  - (3) overseeing compliance with the standards for school facilities established by the commissioner under Education Code Section 46.008;
  - (4) initiating the termination or suspension of an employee or the nonrenewal of an employee's term contract;
  - (5) managing the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations;

- (6) preparing and submitting to the board of trustees a proposed budget as provided by Section Education Code Section 44.002 and rules adopted under that section, and administering the budget;
- (7) preparing recommendations for policies to be adopted by the board of trustees and overseeing the implementation of adopted policies;
- (8) developing or causing to be developed appropriate administrative regulations to implement policies established by the board of trustees;
- (9) providing leadership for the attainment and, if necessary, improvement of student performance in the District based on the indicators adopted under Education Code Sections 39.053 and 39.301 and other indicators adopted by the commissioner or the District's board of trustees;
- (10) organizing the District's central administration;
- (11) consulting with the District-level committee as required under Education Code Section 11.252(f);
- (12) ensuring:
  - (A) adoption of a student code of conduct as required under Education Code Section 37.001 and enforcement of that code of conduct; and
  - (B) adoption and enforcement of other student disciplinary rules and procedures as necessary;
- (13) submitting reports as required by state or federal law, rule, or regulation;
- (14) providing joint leadership with the board of trustees to ensure that the responsibilities of the board and superintendent team are carried out; and
- (15) performing any other duties assigned by action of the board of trustees.

All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

6.2 **Standard of Performance:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote her full time and energy to the performance of her duties. The Superintendent shall perform her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and regulations, Board policy and regulations as they exist or may hereafter be amended.

6.3 **Evaluation:**

6.3.1 **Development of Goals.** The Superintendent shall submit to the Board a preliminary list of goals for the District each year ("District Goals") for the Board's consideration and adoption. The Superintendent and the Board shall then meet, and the Board shall approve, or revise and approve, the list of District Goals. The Superintendent shall then submit to the Board for its revision or approval a plan to implement the goals and shall submit for approval, or revision and adoption, the Superintendent's recommended

Superintendent Performance Goals. The Superintendent and the Board shall meet biannually to assess all of the District Goals and Superintendent Performance Goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval, or revision and adoption, of the Board. The District Goals and the Superintendent Performance Goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The Superintendent shall be responsible for placing on the Board's meeting agendas the meetings necessary to accomplish the Board and Superintendent responsibilities of this paragraph.

**6.3.2 Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Contract; provided, however, the Board may conduct an evaluation of the Superintendent in closed session at any time, in its discretion, or at the request of the Superintendent. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the duties of the Superintendent as outlined in state and federal statutes and regulations, Board policy, and the Superintendent's job description; and shall be based at least in part on the District's progress toward accomplishing the District Goals and the Superintendent's progress toward accomplishing the Superintendent's Performance Goals. The Superintendent shall be responsible for placing on the Board's meeting agendas the meetings necessary to accomplish the Board and Superintendent annual responsibilities of this paragraph.

**6.3.3 Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel. The Board shall adopt the completed evaluation in open session; provided, however, that such adoption shall not make the evaluation a public document.

**6.3.4 Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the Board's policies and mandatory state and federal law, to the extent such exist; and may be based on the Commissioner of Education's guidelines regarding superintendent or administrator evaluations, or other formats and procedures developed by the Board. In the event that the Board members, collectively or individually, as a part of the evaluation process, determine that the performance of the Superintendent is unsatisfactory in any material respect, they shall describe in writing, in reasonable detail, the evaluation criteria on which the Superintendent is deemed deficient, and shall, to the extent possible, identify

specific instances of unsatisfactory performance, which can be provided to the Superintendent by any individual board member. The evaluation may include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory, but the Superintendent shall be expected to know how to improve her job performance once deficiencies are pointed out to her. A copy of the written evaluation shall be delivered to the Superintendent. Upon or immediately after delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation and the Superintendent's working relationship with the Board. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board, in its discretion, may meet with the Superintendent to discuss the Superintendent's response. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time, not less than one year, in the discretion of the Board, to demonstrate such expected performance before being evaluated on new performance expectations.

- 6.4 **Outside Employment:** With prior written consent of the Board after an open session vote, the Superintendent may serve as a consultant or undertake speaking engagements, writing, teaching or other professional duties and obligations outside the District (referred to collectively herein as "Consulting Services") that do not conflict or interfere with the Superintendent's professional responsibilities to the District, and which shall be at no expense to the District. The Superintendent may accept a reimbursement of expenses for such Consulting Services at no expense to the District. Consulting Services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law, including, but not limited to Texas Education Code Section 11.201(c). For any outside employment, the Superintendent agrees to comply with applicable ethics rules, laws, and Board policy regarding reporting potential and actual conflicts of interest. In addition, the Superintendent agrees to provide information regarding income from such activities to the District as necessary for financial reporting requirements.
- 6.5 **Professional and Civic Activities.** The Superintendent is encouraged to participate in professional growth activities and civic activities, which shall be reimbursed as provided below. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose

particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Board deems appropriate, to attend such seminars, courses or meetings.

6.6 **Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal, or when the Board is meeting with the internal auditor on a matter which the Board reasonably determines requires exclusion of the Superintendent. In the event of illness or Board-approved absence, the Superintendent's designee, subject to advanced approval by the board president, shall attend such meetings.

6.7 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the entire Board in writing of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies. Provided, however, nothing in this section shall be construed to limit or inhibit in any manner any employee's statutory right to talk to any board member, the board members' rights to talk to community members and employees, or the board members' right to talk to the internal auditor, and the Superintendent shall not retaliate in any manner against any employee or community member who speaks directly to any Board member.

7. **Annual Compensation.** The District shall pay the Superintendent an annual salary as follows:

7.1 **Salary:** An annual salary of TWO HUNDRED SIXTY-THREE THOUSAND, NINE HUNDRED TWENTY FIVE DOLLARS AND NO/100 (\$263,925.00) shall be payable in twelve (12) monthly installments in accordance with the District's standard payroll practices and shall be subject to all appropriate withholding. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.212(f), 21.4022 and/or 21.4021.

- 7.2 **Salary Increases:** The Board, in its sole discretion, may award salary increases at any constitutionally-permissible time through an amendment to this Contract, provided, however, that the Superintendent's salary increase percentage shall never be greater than the highest salary increase percentage received by District professional staff. The salary for the remaining years' of the Contract shall not be less than the salary stated in this Contract, except as required by paragraph 7.1 of this Contract or by mutual written agreement of the parties.
- 7.3 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase those benefits, at the Board's sole discretion. In addition, the Board agrees to provide the Superintendent the following benefits:
- 7.3.1 **Car Allowance:** The Board shall provide the Superintendent with an automobile allowance for travel within the Dallas-Fort Worth Metroplex (within a radius of forty (40) miles from the District Administrative Offices) in the sum of One Thousand and No/100 Dollars (\$1,000.00) per month.
- 7.3.2 **Medical Insurance Premiums:** The District shall pay on behalf of the Superintendent medical insurance premiums in the same amount as that paid by the District on behalf of other full-time employees.
- 7.3.3 **Vacations, Sick Leave, and Holidays:** The Superintendent shall receive three weeks' (15 work days) vacation per year. Vacation days may accrue and carry over up to a maximum of ten (10) days' of unused vacation from the year in which they were provided, for an annual maximum of 25 days. These vacation days shall have no cash value upon retirement, resignation or voluntary or involuntary termination of employment, but may be used in accordance with Board policy and this Contract. The Superintendent shall also observe the same holidays and breaks as provided for other 12-month administrators in the Board's adopted annual calendar and shall be eligible for any leave or leave reimbursement upon retirement available to other employees under state law or Board policy. The vacation days taken by the Superintendent will be taken at times that will least interfere with the performance of the Superintendent's duties, and will only be taken after written notification to the Board President.
- 7.3.4 **Business Expense Reimbursements:** The District shall reimburse the Superintendent, according to Board policy, for reasonable expenses incurred by the Superintendent in the performance of the

Superintendent's duties. The District agrees to pay the actual and incidental costs incurred by the Superintendent for out-of-Metroplex (in excess of a 40-mile radius from the District Administrative Offices) District-related travel, in accordance with the adopted budget, the Board's policies, and District practice related to reimbursement. Such actual or incidental costs may include, but are not limited to, mileage or rental car expense, hotels and accommodations, meals, economy class air travel, and other reasonable expenses incurred in the performance of the business of the District. The Superintendent shall comply with all reimbursement procedures and documentation requirements in accordance with Board policies and District practice.

7.3.5 **Membership Dues:** The Board encourages the Superintendent to become a member of and participate in local and state civic and professional activities, to be chosen in the Superintendent's discretion. The Board concludes that such membership will serve a legitimate purpose related to the educational mission of the District. The District will reimburse the Superintendent for the reasonable expenses of membership in said organizations, subject to Board approval. Provided, however, the Board hereby approves the Superintendent's membership in the following organizations: Texas Association of School Administrators, American Association of School Administrators, Association of Latino Administrators and Supervisors, Irving Chamber of Commerce, Hispanic Chamber of Commerce, Texas School Alliance, National School Board Association, Texas Association of Latino Superintendents and Supervisors, and Texas Association of School Boards.

7.3.6 **Professional Growth Activities:** The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, with advance approval of the Board. The District shall reimburse the Superintendent for reasonable actual expenses incurred in attending such activities in accordance with the adopted budget and the Board's policies regarding expense reimbursements, per paragraph 7.3.4.

7.3.7. **Technology:** The Superintendent shall be provided a mobile telephone for business use, in accordance with District practice, and at District's expense. In addition, the District shall provide the Superintendent with a laptop computer and/or tablet for professional use, at the sole expense of the District, and in accordance with District practice.

8. **Residence:** The Superintendent shall maintain a residence within the geographic boundaries of the District.

9. **Suspension/Termination.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent with pay at any time during the term of this Contract or may suspend the Superintendent without pay or dismiss the Superintendent during the term of the Contract for "good cause" as determined by the Board. The term "good cause" is defined to include, but shall not be limited to, the following:

- (a) Failure to perform the Superintendent's duties in the scope of employment that a person of ordinary prudence would have done under same or similar circumstances, and which is inconsistent with the continued existence of the employer-employee relationship;
- (b) Failure to fulfill duties or responsibilities as set forth in state or federal statute or regulation, Board policy, Board or District goals, Board directives, or under the terms and conditions of this Contract;
- (c) Deficiencies, incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written or oral communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency, unless such deficiency, incompetence or inefficiency constitutes "good cause" for immediate employment termination under Texas law;
- (d) Insubordination or failure to comply with lawful written Board directives, or oral directives of the Board given at a lawfully-called meeting of the Board;
- (e) Failure to comply with applicable state or federal laws, regulations, the Board's policies or the District's administrative regulations;
- (f) Neglect of duties, whether resulting from action or inaction on the part of the Superintendent, or whether resulting from excessive absences, not otherwise protected by law, in excess of available leave;
- (g) Drunkenness or excessive use of alcoholic beverages;
- (h) Illegal possession, use, manufacture, or distribution of controlled substances, dangerous drugs, drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act or other criminal laws;
- (i) Conviction of or deferred adjudication for a felony, a crime under Texas Education Code Section 22.085, a crime listed as an excludable offense under Board policy, or a crime involving moral turpitude, or conduct constituting one of the above offenses, or conviction of a lesser-included offense pursuant to a plea deal when the original charged offense is a felony;
- (j) Failure to meet the District's, federal, State or common law standards of professional conduct;

- (k) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- (l) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;
- (m) Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of criminal acts, fraud, theft, dishonesty, deceit, corruption, indecency, or depravity;
- (n) Physical threats, explosive temper, or assault on a community member, parent, Board member, District contractor, employee or student, or other behavior that presents a danger of physical harm to herself or others;
- (o) Knowingly falsifying records or documents related to the District's activities or communications with the Board; or knowingly making any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required employment application, certification, employment history, criminal history, or payroll and personnel records;
- (p) Conscious misrepresentation of facts or intentional withholding of pertinent information to the Board or other District, federal, state or local officials in the conduct of the District's business;
- (q) Failure to fulfill or maintain requirements for superintendent certification;
- (r) A breach of the duty of trust or failure to take reasonable steps to maintain an effective, close, positive, and professional working relationship with the Board; or,
- (s) Any other reason constituting "good cause" under Texas law for terminating the Contract during the term of the Contract.

In the event that the Board terminates this Contract or suspends the Superintendent without pay for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies and state and federal law.

10. **Nonrenewal or Resignation of Contract.** Nonrenewal of this Contract, or resignation under this Contract, will be pursuant to Texas Education Code Chapter 21 and applicable Board policies. Provided, however, this Contract shall terminate on the retirement or death of the Superintendent; or may be terminated by mutual agreement of the Superintendent and the Board upon mutually-agreed-upon terms and conditions. The Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following year. The Superintendent may

unilaterally resign this Contract at the end of the Contract term, or may resign with the consent of the Board at any other time.

11. **Indemnification:** To the extent permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 101, the **District agrees to defend, hold harmless, and indemnify the Superintendent** from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, acting within the course and scope of the Superintendent's employment (Covered Claim).

The term "Covered Claim" excludes any demands, claims, suits, actions, judgments, expenses, and attorneys' fees where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith. This indemnity also excludes any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The District's obligation to indemnify does not apply to criminal investigations or criminal proceedings.

The District and the Superintendent shall select the Superintendent's legal counsel for any Covered Claim by agreement if such legal counsel is not also the District's legal counsel. If legal defense is provided through insurance coverage, the Superintendent's right to agree to legal counsel provided for the Superintendent will depend on the terms of the applicable insurance contract. This indemnity provision shall survive the termination of this Contract.

While employed as the Superintendent of the District, the Superintendent agrees to fully cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. After the Superintendent is no longer employed by the District, the Superintendent agrees to reasonably cooperate with the District in the defense of any and all demands, claims, suits, actions, and legal proceedings brought against the District, regardless of whether the Superintendent is named as a party. Contingent on the Superintendent's providing such reasonable cooperation, the District shall reimburse the Superintendent's reasonable related expenses, including travel and lodging expenses and any salary lost by virtue of her taking time off from her then-current employment to assist the District at its request, if the Superintendent is no longer an employee of the District. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. The Parties' obligations under this paragraph shall continue after the termination of this Contract.

12. **General Provisions.**

- 12.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.
- 12.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Contract.
- 12.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 12.4 **Controlling Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that mandatory and exclusive venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be in state district court in Dallas County.
- 12.5 **Paragraph Headings:** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.
- 12.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.
- 12.7 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

13. **Notices.**

- 13.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's Human Resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular

mail, and/or express delivery service to the Superintendent's address of record.

- 13.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

## Irving ISD

### Superintendent Term Contract Signature Page

February - 2020

Signed by <i>Magda Hernandez</i>	Superintendent	2/6/20
Signed by <i>Mr. A. D. Jenkins</i>	Board President	2/6/20
Signed by <i>Mr. Randy Randle</i>	Board Secretary	2/6/20



## DISCLOSURES

### 2. Reimbursements Received by the Superintendent and Board Members for Fiscal Year 2020

For the Twelve-month Period August 31, 2020	Superintendent Magda Hernandez	Board Member Randy Randle	Board Member A.D. Jenkins	Board Member Nuzhat Hye	Board Member Tony Grimes
Description of Reimbursements					
Meals	429.65	22.72	28.08	43.31	
Lodging	3,569.57	347.62	347.62	347.62	
Transportation	1,294.67	326.03	355.65	359.08	
Motor Fuel					
Other	6,351.40		525.00		525.00
Total	11,645.29	696.37	1,256.35	750.01	525.00

For the Twelve-month Period August 31, 2020	Board Member Pamela Campbell	Board Member Rosemary Robbins	Board Member Nell Anne Hunt		
Description of Reimbursements					
Meals	54.00	17.31			
Lodging	347.62	347.62			
Transportation	362.53	646.32			
Motor Fuel					
Other					
Total	764.15	1,011.25	0		

**Note** – The spirit of the rule is to capture all “reimbursements” for fiscal year 2020, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order. Reimbursements to be reported per category include:

**Meals** – Meals consumed off the school district’s premises, and in-district meals at area restaurants (excludes catered meals for board meetings).

**Lodging** - Hotel charges.

**Transportation** - Airfare, car rental (can include fuel on rental), taxis, mileage reimbursements, leased cars, parking and tolls.

**Motor fuel** – Gasoline.

**Other** - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



## DISCLOSURES

### 3. Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services in Fiscal Year 2020

For the Twelve-Month Period Ended August 31, 2020	
Name(s) of Entity(ies)	
None	\$0.00
Total	\$0.00

42

**Note** – Compensation does not include business revenues from the superintendent’s livestock or agricultural-based activities on a ranch or farm. Report gross amount received (do not deduct business expenses from gross revenues). Revenues generated from a family business that have no relationship to school district business are not to be disclosed.



## DISCLOSURES

### 4. Gifts Received by the Executive Officer(s) and Board Members (and First Degree Relatives, if any) in Fiscal Year 2020

For the Twelve-month Period August 31, 2020					
	Superintendent Magda Hernandez	Board Member Randy Randle	Board Member A.D. Jenkins	Board Member Nuzhat Hye	Board Member Tony Grimes
Summary Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

For the Twelve-month Period August 31, 2020					
	Board Member Pamela Campbell	Board Member Rosemary Robbins	Board Member Nell Anne Hunt		
Summary Total	\$0.00	\$0.00	\$0.00		

43

**Note** – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification. Gifts received by first degree relatives, if any, will be reported under the applicable school official.



## DISCLOSURES

### 5. Business Transactions Between School District and Board Members for Fiscal Year 2020

For the Twelve-Month Period August 31, 2020	Superintendent Magda Hernandez	Board Member Randy Randle	Board Member A.D. Jenkins	Board Member Nuzhat Hye	Board Member Tony Grimes
Summary Amounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

For the Twelve-Month Period August 31, 2020	Board Member Pamela Campbell	Board Member Rosemary Robbins	Board Member Nell Anne hunt		
Summary Amounts	\$0.00	\$0.00	\$0.00		

44

**Note** - The summary amounts reported under this disclosure are not to duplicate the items reported in the summary schedule of reimbursements received by board members.



## ***DISCLOSURES***

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6. Any other information the board of trustees of the school district or open-enrollment charter school determines to be useful.

None

Conservative

Transparent

Strategic

# Any Questions?

IRVING INDEPENDENT SCHOOL DISTRICT  
**WORK SESSION - BOARD OF TRUSTEES 5:30 P.M.**  
**2621 W. Airport Freeway, Irving, Texas, 75062**  
**Monday, October 18, 2021**

Call to Order            The work session was called to order by President Randy Randle at 5:34 p.m.

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

ALSO            Magda Hernandez, Superintendent  
PRESENT:    Dr. Juan Carlos Martinez, Deputy Superintendent  
              Dr. Jackie Gorena, Chief Learning Services Officer  
              Dr. Andre Smith, Chief of Academic Services  
              Alvin McQuarters, Chief of Technology, and Innovation  
              Fernando Natividad, Finance and Federal/State Programs  
              Officer  
              Dr. Jeannine Porter, Deputy Superintendent of School  
              Leadership  
              Esther Kolni, District General Counsel  
              Dr. Lance Campbell, Assistant Chief of Campus  
              Operations  
              Jerome Pilgrim, Director of Purchasing  
              Meritza Webb, Executive Director Employee Services  
              Jorge Acosta, Executive Director of Human Resources  
              Katie Gilleland, Director of Human Resources (West)  
              Imelda Little, Executive Director Academic Support  
              Services  
              Jennifer McKee, Director of Early Childhood Education  
              Mark Bradford, Director of School Safety and Security  
              Ahna Gomez, Executive Director of Secondary Schools  
              Sammy Andrews, Assistant Director of Facilities  
              Nika Brunk, Director of Human Resources  
              Sheila Peragine, Executive Director of PK-5 Schools  
              Roy Zamora, Coordinator Planning/Evaluation/Research  
              Dorian Galindo, Executive Director of  
              Planning/Evaluation/Research  
              Robin Bayer, Director Professional Learning  
              Christina Trotter, Program Director  
              Planning/Evaluation/Research  
              Mahdia Lalee, Director Business Operations  
              Alejandro Mejia, Director of Transportation  
              Shane Smith, Director of Technical Services  
              James Tiggeman, Coordinator of Instructional Technology  
              Karyn Beauchamp, Director of Health Services  
              Marlenis Alvarez, Special Assistant to the Deputy  
              Superintendent of School Operations  
              Litzzy Ambrocio, Special Assistant to the Deputy  
              Superintendent of School Leadership  
              Lynn Andrews, Executive Assistant to the Superintendent

Visitors:        Geoffrey Harris, UEA  
                  Emma West, 3639 W Northgate #152 214-392-5276  
                  Phil Meadors, ISF

Receive  
Presentation on  
Verizon Innovative  
Learning Schools  
VILS

Robin Bayer and James Tiggeman provided a update status and overview of the Verizon Innovative Learning Schools Program (VILS) This update included the benefits of the program in Irving ISD middle schools and high schools.

Receive  
Presentation on  
Projected  
Proficiency for  
STAAR as  
Measured by  
Measures of  
Academic  
Progress (MAP)  
Beginning of the  
Year Performance

In Irving ISD, we administer NWEA MAP, a computer adaptive assessment to students in grades K-2 in Math; grades 3-8 in reading and math; and students enrolled in Algebra1, English 1 and English II. This instrument creates a personalized assessment experience by adapting to each student's learning level.

Discussion of  
Regular Board  
Meeting Agenda  
Matters

Discussion took place on the October 18, 2021, Regular Meeting Agenda matters.

The work session adjourned at 6:14 p.m.

**IRVING INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING - BOARD OF TRUSTEES 7:00 P.M.  
2621 W. Airport Freeway, Irving, Texas, 75062  
Monday, October 18, 2021**

Call to Order  
Regular Meeting

The meeting was called to order by President Randy Randle at 7:00 p.m. He announced that a quorum was present and that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

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

**ALSO** Magda Hernandez, Superintendent  
**PRESENT:** Dr. Juan Carlos Martinez, Deputy Superintendent  
Dr. Jackie Gorena, Chief Learning Services Officer  
Dr. Andre Smith, Chief of Academic Services  
Alvin McQuarters, Chief of Technology, and Innovation  
Fernando Natividad, Finance and Federal/State Programs Officer  
Dr. Jeannine Porter, Deputy Superintendent of School Leadership  
Esther Kolni, District General Counsel  
Jerome Pilgrim, Director of Purchasing  
Dr. Lance Campbell, Assistant Chief of Campus Operations  
Jorge Acosta, Executive Director of Human Resources  
Katie Gilleland, Director of Human Resources  
Imelda Little, Executive Director Academic Support Services  
Jennifer McKee, Director of Early Childhood Education  
Ahna Gomez, Executive Director of Secondary Schools  
Sammy Andrews, Assistant Director of Facilities  
Nika Brunk, Director of Human Resources  
Sheila Peragine, Executive Director of PK – 5 Schools  
Alejandro Mejia, Director of Transportation  
Reni Moore, Crockett  
Jaime Mendoza, De Zavala Asst. Principal  
Netassha Rendon, Principal Brandenburg  
Christine Hardesty, Teacher Brandenburg  
Dorian Galindo, Executive Director of Planning Evaluation and Research  
Rachel Martinez, Bowie  
Blanca De la Sierra, Director of Bilingual/ESL  
Robin Bayer, Director of Professional Learning  
Mariela Magro Malo, Early Literacy Strategist  
Kyra Manry RN  
Marlenis Alvarez, Special Assistant to the Deputy Superintendent of School Operations  
Litzzy Ambrocio, Special Assistant to the Deputy Superintendent of School Leadership  
Lynn Andrews, Executive Assistant to the Superintendent

**VISITORS:** Geoffrey Harris, UEA  
Elle Caldon  
James Lamont, MacArthur HS  
Emiliano Gonzalez, 2226 Concord Dr.  
Sharon Cole 1137 Anderson St  
Jonathan Roman, 2712 Peach Tree Ln  
Amy Roman, 2712 Peach Tree Ln  
James Roman, 2712 Peach Tree Ln  
Fiand A Hasan 4623 Weller St  
Rawshan Ara, 4623 Weller St

Roy Getting, 2208 Rita Ct  
 Holly Getting, 2208 Rita Ct  
 Chris Dempsey, 1314 Addington  
 Lola Relle Dempsey, 1314 Addington  
 Maylin Rivas, 9849 W Valley Ranch  
 Paul Aritz, 9849 W Valley Ranch  
 Bayless Barnos, 9849 W Valley Ranch  
 Michael Ofteson, 822 E Union Bower  
 Michele Flores, 822 E Union Bower  
 Salvador Flores  
 Melissa Mejia  
 Raul Garcia  
 Sumy Schick, 4220 Villege Green  
 Teresa Harbin, 2904 Wingren Rd  
 Alyssa Harbin, 2904 Wiingren Rd  
 Olga Serrano, 1534 Ave B  
 Jennifer Schoon  
 Theodore Cole, 1137 Anderson  
 Vicki Flynn, 5623 Ellsworth  
 Dalia Tomez, 1618 W Third St.  
 Virginia Gonzalez, 2310 Axnuinston ct  
 Zaharia Shaw  
 Ayzah Shaw  
 Tracey Echols

The invocation was given by Norris McGill from Antioch Church

The pledges to the flags were led by students from Britain ES

Recognition of  
 Teacher of the  
 Month

Barbara Barrios – Keyes ES

Recognition of  
 Employee of the  
 Month

Michael Chad Newsome – ESSER Math Asst. - Lamar MS

Recognition of the  
 Guest Educator of  
 the Month

Terry McClenny – Brandenburg ES

Recognition of  
 Irving ISD School  
 Principals for  
 National Principals  
 Month

Dr. Jeannine Porter recognized principals as a show of appreciation for the hard work and dedication that they demonstrate on a daily basis.

Recognition of the  
 First Night OWL  
 Academy  
 Graduates

Dr. Lance Campbell presented the Night OWL Academy’s inaugural year recognizing the first student to graduate from the program. The program had twenty students enroll for the first nine weeks and there are nine that will graduate from the program.

Recognition of the  
 Solution Tree  
 Professional  
 Learning  
 Communities  
 Model Campuses

Brandenburg ES and Pierce Early Childhood School were recognized by Darren Grissom, the State Executive Director for Solution Tree, with banners and certificates to the two Irving ISD Model Professional Learning Community Schools.

Recognition of  
 Nation Merit

Ahna Gomez recognized students who have received commendation through the National Merit Scholarship Program.

## Honorees

Recognition of the  
Region 10 School  
Nurse of the Year

Kyra Manry, RN from BCCPC was named Region 10 School Nurse of the Year. Ms. Manry has served for the past 26 years as a school nurse.

Recognition of the  
Lone Star State  
School Counselor  
Bronze Award

Bowie Middle School is being award the LSSSCA at a conference in Frisco in November. We are extremely proud of the work they do.

Public Comments

The following spoke

Zabria Shaw  
Lolabelle Dempsey  
Elle Caldon  
James Lamont  
Sumy Schick  
Teresa Patton-Harbin  
Geoffrey Harris  
Roy Getting  
Sheyla Caballero

Motion was made by Tony Grimes, seconded by Dr. Rosemary Robbins, to approve the consent agenda as follows:

1. Consider Approval of Minutes of Board Work Session on Monday, September 20, 2021 and Regular Board Meeting on Monday September 20, 2021 (M. Hernandez)
2. Consider Approval of Unaudited Financial Statement for August 2021 (A.D. Jenkins)
3. Consider Approval of Resolution No. 21-22-02 Authorizing October Amendment to the 2021-2022 Budget (A.D. Jenkins)
4. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins)
5. Consider Acceptance of Report to Irving ISD Board of Trustees for 2020-2021 Management Fees Under Certain Cooperative Purchasing Contracts (J. Pilgrim)
6. Consider Approval of Item No. 2022-07 Approving the Renewal of Property and Casualty Insurance Coverages with Texas Association of School Boards (TASB) for the 2021-2022 Policy Period (M. Webb/J. Pilgrim)
7. Consider Approval of Item No. 2022-08 Approving the Lease of Printing and Production Equipment and Related Services for the Irving ISD Print Shop (M. Turner/A. Smith/J. Pilgrim)
8. Consider Approval of Item No. 2022-09 Approving the Award of Request for Proposal (RFP) #22-03-903 for the Purchase of Comprehensive Employee Wellness Programs & Products and RFP #22-04-903 for Employee Wellness Program Design and Development (J. Villasenor/J. Pilgrim)
9. Consider Approval of Item No. 2022-10 Approving the Award of Request for Proposals (RFP) #22-01-806 for the Purchase of Staff Laptops, Port Replicators and Backpacks for ESSER funded positions (A. McQuarters/S. Smith/J. Pilgrim)
10. Consider Approval of Item No. 2022-11 Approving the

Award of Request for Proposals (RFP) #21-123-806 for the Purchase and Installation of Interactive Flat Panels and IFP Stands (A. McQuarters/S. Smith/J. Pilgrim)

11. Consider Approval of Amendment to the District of Innovation (DOI) Plan for the 2021-2022 School Year (L.Campbell/K. Gilleland)

12. Consider Acceptance of Gifts and Donations to the District (F. Natividad)

Motion passed 7-0

Announcements  
Administration

Superintendent Magda Hernandez announcements included:

- National Principals Month – she expressed her gratitude for the amazing leaders in our campuses. Thank you for your passion and commitment and dedication to our students, staff and families.
- Cross Country Regional Qualifiers – The Irving High school boys team and 5 individuals from MacArthur advanced after medaling at the District 7-6A meet
- National Merit Commended Students – 4 Irving ISD seniors have been recognized as the Commended Students in the 2022 National Merit Scholarship Program.
- Lamar Band State Citation – The Foundation for Music Education awarded the Lamar Middle School band a citation of Excellence.
- Go Irving – Mark your calendars for Go Irving School Choice Expo to be held on Thursday November 11 from 6-9pm at the Irving Convention Center.

Announcements  
Board

Tony Grimes – Thank you for all you do and keep up the good work and stay safe  
Rosemary Robbins – Thanks to all who make this district happen. We live in a great country. I was blessed to surprise the Tom and EOM and GEOM.  
Pam Campbell – I follow everything and love the OWL academy.  
Nuzhat Hye – Lots of celebration time and effort we are confident in our leadership, and you have our support and prayers  
AD Jenkins – Congrats to OWL and the nurse of the year, College night at Singley was quite and explosion! So many students there. Thank you, Dr. Brown, for the tour.  
Michael Kelley – He was able to see the Travis MS Theatre arts program and how we can get more involved.  
Randy Randle – was able to attend the first DIC meeting.

Recess, Executive  
Session

The Board Recessed at 8:19pm And Convened in Executive Session at 8:52pm. The Board Reconvened in Open Session at 8:53pm.

There being no further business, the meeting was adjourned at approximately 8:54pm.

**CONSENT AGENDA ITEM**

11/15/2021

**TOPIC:** Financial Statements for September 2021

**SUBMITTED BY:** Fernando Natividad, State and Federal Programs 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 September 2021.

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

Attachments:

1. Summary Memo from Mahdia Lalee to Fernando Natividad
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: November 15, 2021  
To: Fernando Natividad, Chief Financial Officer  
From: Mahdia Lalee, Director of Business Operations  
Subject: Financial Statements for September 2021

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## **General Operating Fund**

### Revenue:

Total revenue and other sources for the General Operating Fund through September were \$31,215,855 or 9.3% of budget, compared to \$35,476,006 or 10.4% of budget last year, a decrease of \$4,260,151 or 12.01%. The decrease in total revenue and other sources was attributed to the following item:

- State funding through September totaled \$28,667,256 compared to \$33,089,938 last year, a decrease of \$4,422,682 or 13.37%.

### Expenditures:

Total expenditures and other uses for the General Operating Fund through September were \$30,074,944 or 8.4% of budget, compared to \$26,665,837 or 7.7% of budget last year, an increase of \$3,409,107 or 12.78%. The increase in total expenditures was attributed to the following item:

- Payroll expenditures increased by \$426,714 and this increase is attributed to the 2021-2022 salary raises that were approved by the board last August.
- Function 53 – Supplies expenditures were \$3,562,947 or 58.3% of budget, compared to \$349,539 or 3.8% of budget last year, an increase of \$3,213,406 or 919%. The increase is attributed to the purchase of new chrome books and network switches for the district.

## **Food Service Fund**

### Revenue:

Total revenue and other sources for the Food Service Fund through September were \$4,624,116 or 19.6% of budget compared to \$2,744,388 or 14.9% of budget last year, an increase of \$1,897,727 or 69.15%. The decrease in total revenue was attributed to the following item:

- Summer feeding program this year was \$2,856,995 compared to \$848,163 last year. This increase is attributed to the return of standard in person learning on campus versus last fall.

### Expenditures:

Total expenditures and other uses for the Food Service Fund through September were \$1,536,612 or 6.2% of budget compared to \$1,120,809 or 5.4% of budget last year which represents an increase of \$415,803 or 37.1%. The increase in total expenditures was attributed to the following item:

- Function 35 – Payroll and supplies increased by \$204,362 and this is attributed to the 2021-2022 salary increases for the district and the purchase of more materials for campus cafeterias.

## **Debt Service Fund**

### Revenue:

There was no significant difference in total revenue and other sources for the Debt Service Fund through September 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 September 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:

There was no significant difference in total revenues for Special Revenue Funds. Total revenue and other sources for Special Revenue Funds through September were \$11,428 compared to \$51,569 last year, a decrease of \$40,231 or 77.88%.

### Expenditures:

Total expenditures and other uses for the Special Revenue Funds through September were \$2,616,014 compared to \$1,783,565 in the prior year which represents an increase of \$832,448 or 46.67%. The increase in expenditures is attributed to the new ESSER II and ESSER III grants that the district was awarded.

## **Capital Projects Funds**

### Revenue:

There was no significant difference in total revenue and other sources for the Capital Projects Funds through September 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 September 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 September were \$279,395 or 11.3% of budget compared to \$260,013 or 10.5% of budget last year which represents an increase of \$19,382 or 7.45%.

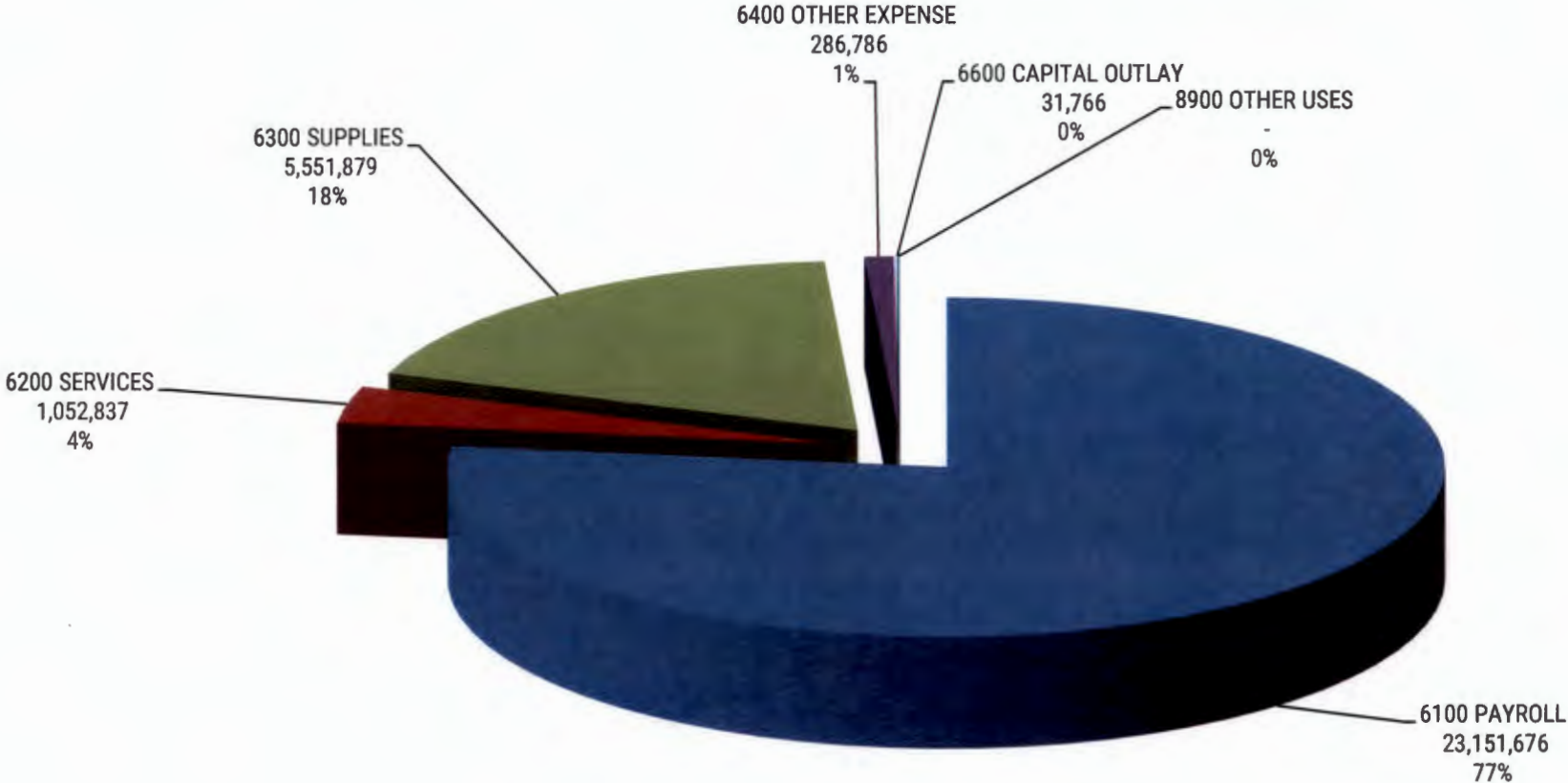
- For unemployment there's a decrease of \$137,474 and that's attributed to last year September through December the district increased its contribution to the unemployment internal service fund to offset the increase in unemployment claims throughout the Summer and Fall of 2020 however this year the district resumed back to its standard contribution rate.
- Science Refurbishment fund increased by \$153,407, last year the department purchased inventory that they couldn't ship and bill before September 2021 because of shipment delays due to COVID-19.

### Expenditures:

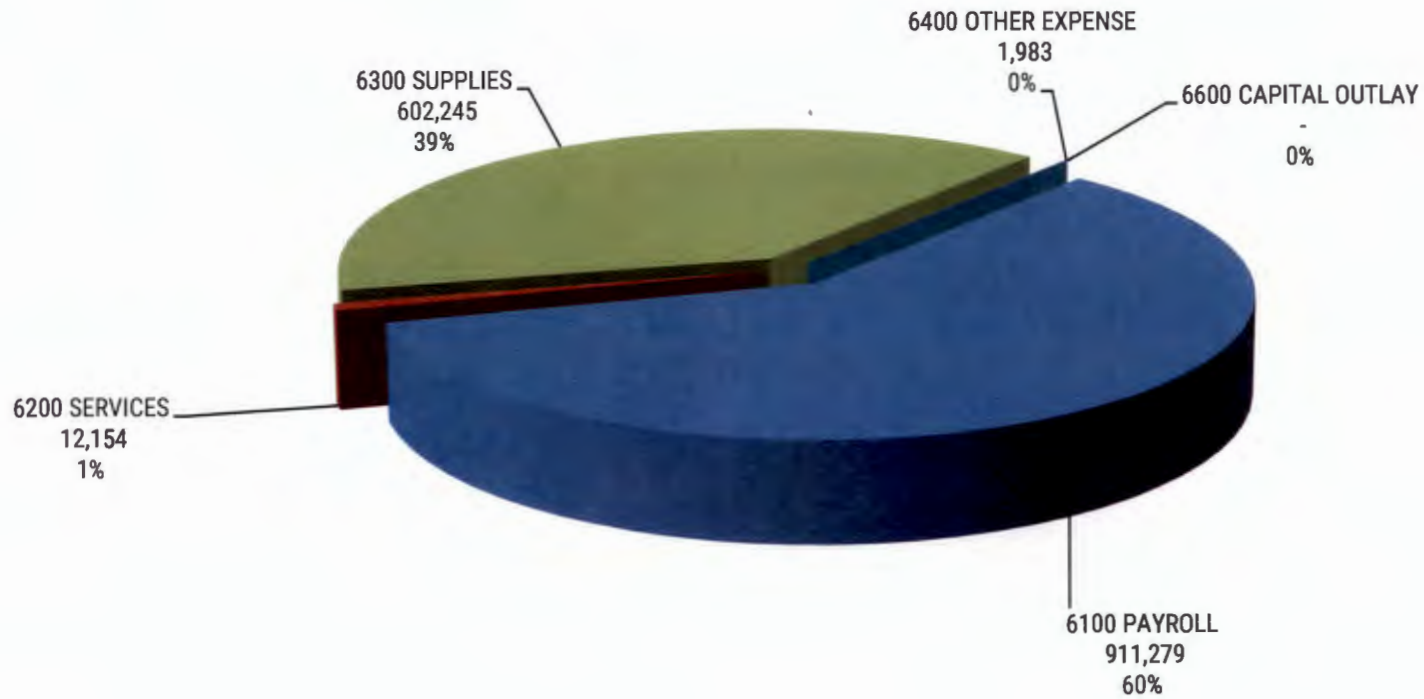
There was no significant difference in total expenditures and other uses for the Internal Service Funds through September when compared to total expenditures and other uses through the same period of the previous year.

As of September 30, 2021, total net assets for all the Internal Service Funds were \$1,158,928. However, the Science Refurbishment Center and Print Shop had a negative net asset position.

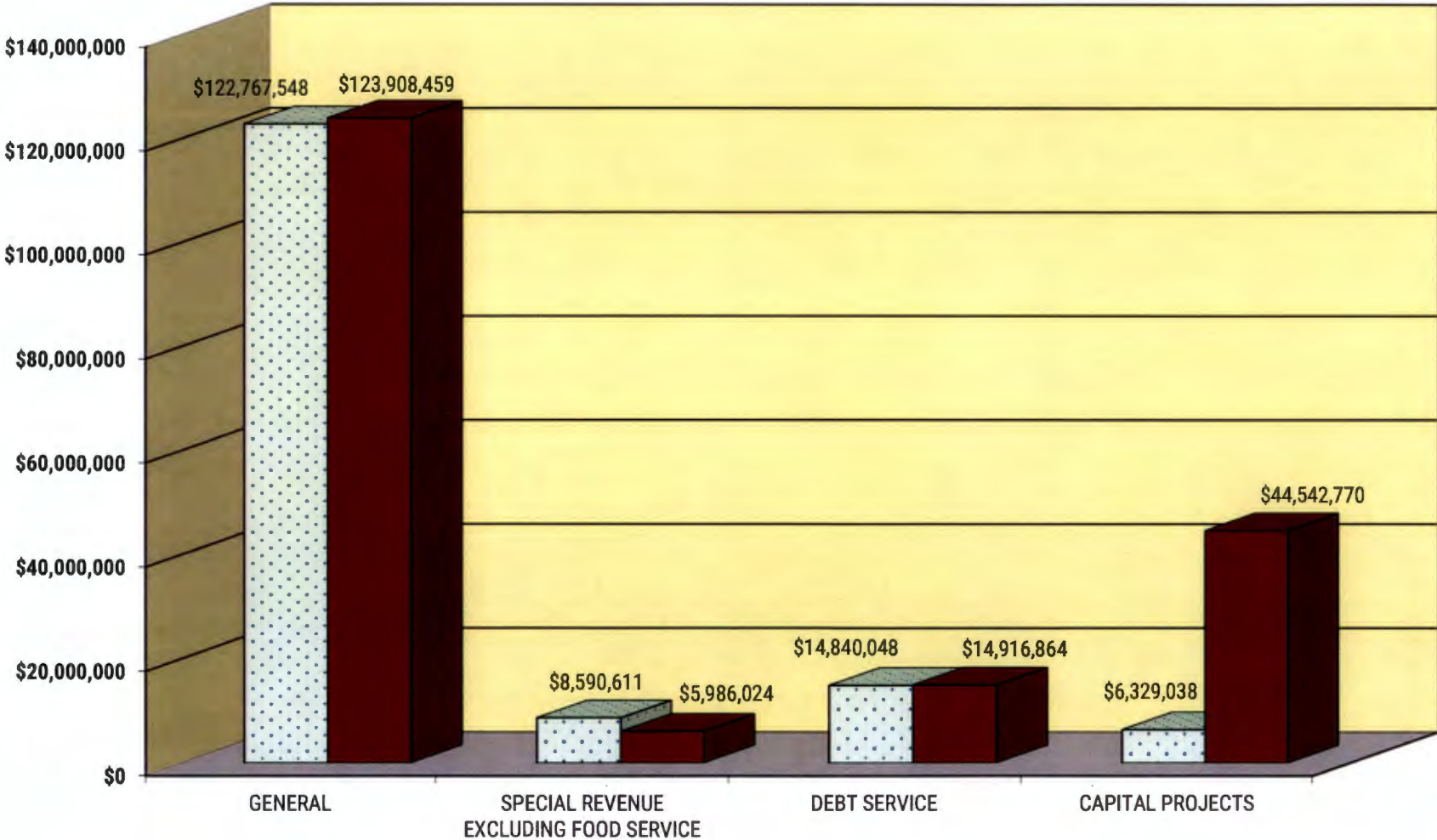
# General Operating Fund YTD Actual Expenditures September 30, 2021



## Food Service Fund YTD Actual Expenditures September 30, 2021

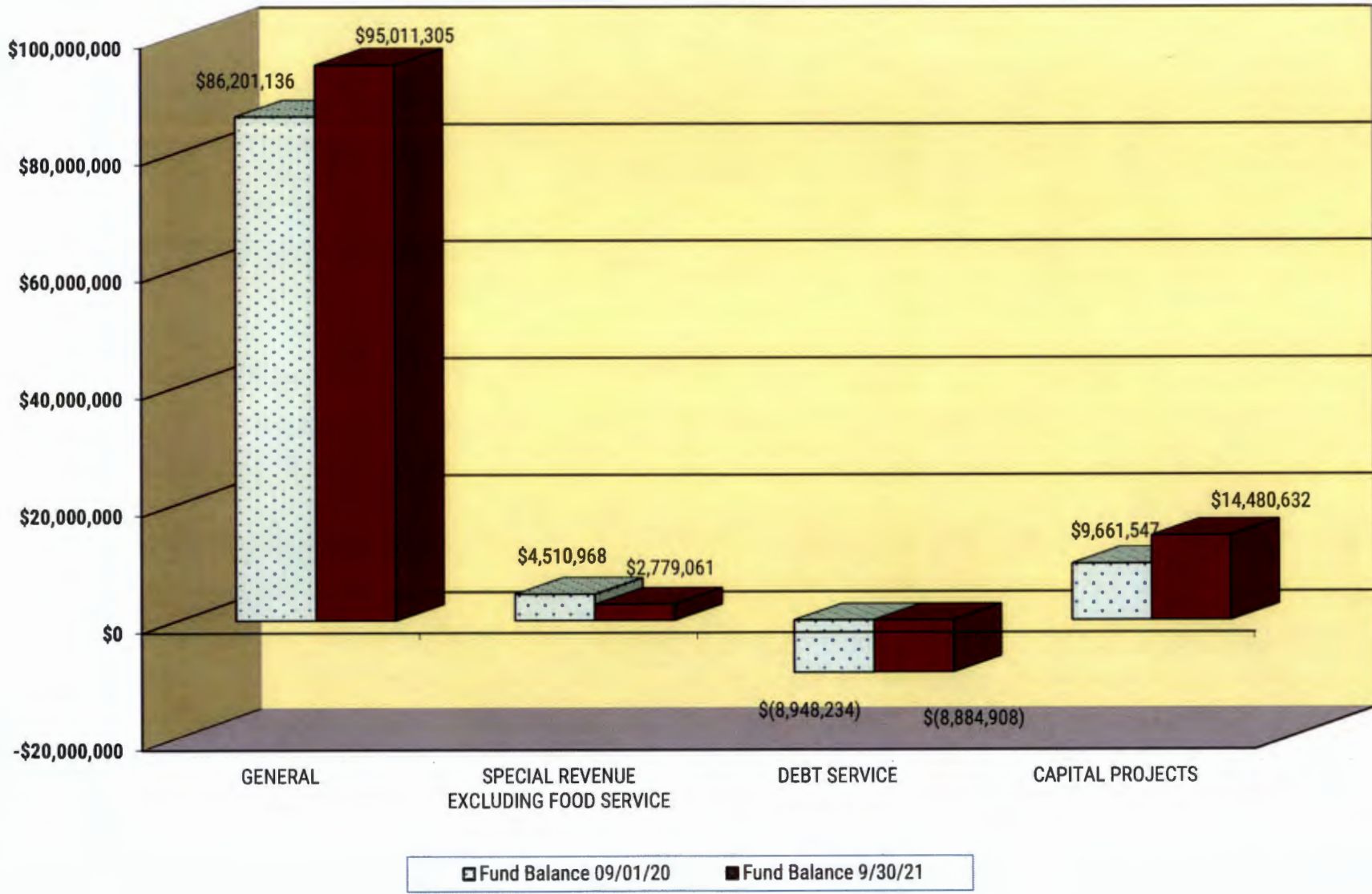


**Comparative Fund Balances  
September 30, 2021**



Fund Balance 09/01/21
  Fund Balance 9/30/21

**Comparative Fund Balances  
September 30, 2020**



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IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD		(OVER) UNDER	09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	152,300,000	2,764	0.0%	2,764	0.0%	152,297,236	159,000,000	3,076	0.0%
5712 DELINQUENT TAXES	276,647	224,250	81.1%	224,250	81.1%	52,397	296,205	92,714	31.4%
5719 OTHER TAX RELATED REVENUE	500,000	68,322	13.7%	68,322	13.7%	431,678	500,000	96,975	19.4%
TOTAL TAXES	153,076,647	295,337	0.2%	295,337	0.2%	152,781,310	159,796,205	192,965	0.1%
5735 SUMMER SCHOOL	-	-	-	-	-	-	-	-	-
5738 PARKING FEES	4,500	1,095	24.3%	1,095	24.3%	3,405	4,500	357	7.9%
5739 OTHER TUITION AND FEES	200,000	46,054	23.0%	46,054	23.0%	153,946	200,000	(45)	0.0%
5742 INVESTMENT EARNINGS	500,000	618	0.1%	618	0.1%	499,382	500,000	24,621	4.9%
5743 RENTAL OF FACILITIES	70,000	10,034	14.3%	10,034	14.3%	59,966	70,000	-	0.0%
5744 GIFTS AND BEQUESTS	150,000	1,000	0.7%	1,000	0.7%	149,000	623,577	-	0.0%
5745 NET INSURANCE RECOVERY	200,000	-	0.0%	-	0.0%	200,000	200,000	103,026	51.5%
5746 TIF TAXES COLLECTED	-	-	-	-	-	-	-	-	-
5749 MISCELLANEOUS REVENUE	250,000	71,382	28.6%	71,382	28.6%	178,618	253,220	77,465	30.6%
5752 ATHLETIC	-	36,008	-	36,008	-	(36,008)	-	2,989	-
5755 ACTIVITY FUND RECEIPTS	1,018,343	93,556	9.2%	93,556	9.2%	924,787	1,897,556	23,666	1.2%
5766 CONCURRENT ENROLLMENT	50,000	-	0.0%	-	0.0%	50,000	50,000	-	0.0%
5767 IRVING SCHOOL FOUNDATION	-	-	22.2%	-	0.0%	155,690	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	44,310	11.5%	44,310	1.7%	2,338,786	200,000	42,153	21.1%
TOTAL OTHER LOCAL RESOURCES	2,642,843	304,057	11.5%	304,057	11.5%	2,338,786	3,998,853	274,232	6.9%
<b>TOTAL LOCAL RESOURCES</b>	<b>155,719,490</b>	<b>599,394</b>	<b>0.4%</b>	<b>599,394</b>	<b>0.4%</b>	<b>155,120,096</b>	<b>163,795,058</b>	<b>467,197</b>	<b>0.3%</b>
<b>STATE RESOURCES:</b>									
5811 PER CAPITA	6,224,195	597,203	9.6%	597,203	9.6%	5,626,992	14,733,689	498,818	3.4%
5812 FOUNDATION ENTITLEMENTS	150,963,977	28,667,256	19.0%	28,667,256	19.0%	122,296,721	142,109,122	33,089,938	23.3%
5819 STATE	-	-	-	-	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-	-	-	-	-
5831 STATE TRS ON-BEHALF	16,200,000	1,297,183	8.0%	1,297,183	8.0%	14,902,817	15,652,186	1,396,668	8.9%
TOTAL STATE RESOURCES	173,388,172	30,561,642	17.6%	30,561,642	17.6%	142,826,530	172,494,997	34,985,424	20.3%
<b>FEDERAL RESOURCES:</b>									
5929 FEDERAL REVENUE-TEA DISTR.	4,000,000	(199)	0.0%	(199)	0.0%	4,000,199	350,000	-	0.0%
5931 SHARS REIMBURSEMENT	4,000,000	45,950	1.1%	45,950	1.1%	3,954,050	4,000,000	14,302	0.4%
5946 BABS SUBSIDY	-	-	-	-	-	-	-	-	-
5949 ROTC	250,000	9,067	3.6%	9,067	3.6%	240,933	250,000	3,573	1.4%
TOTAL FEDERAL RESOURCES	8,250,000	54,819	0.7%	54,819	0.7%	8,195,181	4,600,000	17,875	0.4%
<b>OTHER SOURCES:</b>									
7912 SALE OF FIXED ASSETS	-	-	-	-	-	-	-	5,510	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-	-	-	-	-
7918 SPECIAL ITEMS	-	-	-	-	-	-	-	-	-
7919 EXTRAORDINARY ITEMS	-	-	-	-	-	-	-	-	-
TOTAL OTHER REVENUE SOURCES	-	-	-	-	-	-	-	5,510	-
<b>TOTAL GENERAL OPERATING REVENUE:</b>	<b>337,357,662</b>	<b>31,215,855</b>	<b>9.3%</b>	<b>31,215,855</b>	<b>9.3%</b>	<b>306,141,807</b>	<b>340,890,055</b>	<b>35,476,006</b>	<b>10.4%</b>

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD	(OVER) UNDER		09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>EXPENDITURES</b>									
<b>11 INSTRUCTION:</b>									
6100 PAYROLL	197,419,955	16,164,672	8.2%	16,164,672	8.2%	181,255,283	193,060,980	15,795,147	8.2%
6200 CONTRACTED SERVICES	1,960,878	1,094,699	55.8%	1,094,699	55.8%	866,179	2,147,750	498,631	23.2%
6300 SUPPLIES	10,478,333	764,796	7.3%	764,796	7.3%	9,713,537	8,110,670	1,155,451	14.2%
6400 OTHER EXPENSE	1,907,410	50,048	2.6%	50,048	2.6%	1,857,362	1,566,443	12,941	0.8%
6600 CAPITAL OUTLAY	135,916	-	0.0%	-	0.0%	135,916	37,550	(99)	-0.3%
TOTAL INSTRUCTION	211,902,492	18,074,215	8.5%	18,074,215	8.5%	193,828,277	204,923,393	17,462,071	8.5%
<b>12 LIBRARY:</b>									
6100 PAYROLL	4,661,985	344,992	7.4%	344,992	7.4%	4,316,993	4,744,581	382,594	8.1%
6200 CONTRACTED SERVICES	39,042	2,293	5.9%	2,293	5.9%	36,750	93,115	1,420	1.5%
6300 SUPPLIES	1,191,799	212,487	17.8%	212,487	17.8%	979,312	1,138,777	139,193	12.2%
6400 OTHER EXPENSE	125,596	-	0.0%	-	0.0%	125,596	47,115	(2,914)	-0.2%
6600 CAPITAL OUTLAY	63,456	-	0.0%	-	0.0%	63,456	33,489	-	0.0%
TOTAL LIBRARY	6,081,878	559,772	9.2%	559,772	9.2%	5,522,106	6,057,077	520,293	8.6%
<b>13 STAFF DEVELOPMENT:</b>									
6100 PAYROLL	3,594,459	346,771	9.6%	346,771	9.6%	3,247,689	3,398,065	385,274	11.3%
6200 CONTRACTED SERVICES	417,357	7,376	1.8%	7,376	1.8%	409,981	342,152	8,529	2.5%
6300 SUPPLIES	1,022,211	325,759	31.9%	325,759	31.9%	696,452	1,370,371	386,485	28.2%
6400 OTHER EXPENSE	556,310	4,948	0.9%	4,948	0.9%	551,362	544,634	5,751	1.1%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL STAFF DEVELOPMENT	5,590,337	684,853	12.3%	684,853	12.3%	4,905,484	5,655,223	786,039	13.9%
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	5,431,282	466,306	8.6%	466,306	8.6%	4,964,976	5,199,842	439,971	8.5%
6200 CONTRACTED SERVICES	308,156	33,884	11.0%	33,884	11.0%	274,272	339,972	23,913	7.0%
6300 SUPPLIES	405,735	7,196	1.8%	7,196	1.8%	398,539	567,348	105,478	18.6%
6400 OTHER EXPENSE	362,072	20,996	5.8%	20,996	5.8%	341,076	317,400	6,058	1.9%
6600 CAPITAL OUTLAY	7,590	-	0.0%	-	0.0%	7,590	500	-	0.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	6,514,834	528,381	8.1%	528,381	8.1%	5,986,452	6,425,062	575,420	9.0%
<b>23 SCHOOL ADMINISTRATION:</b>									
6100 PAYROLL	20,927,932	1,687,824	8.1%	1,687,824	8.1%	19,240,109	20,545,232	1,701,373	8.3%
6200 CONTRACTED SERVICES	114,070	5,344	4.7%	5,344	4.7%	108,727	102,577	42,898	41.8%
6300 SUPPLIES	303,458	26,740	8.8%	26,740	8.8%	276,718	279,145	26,971	9.7%
6400 OTHER EXPENSE	286,037	15,260	5.3%	15,260	5.3%	270,776	287,306	13,671	4.8%
6600 CAPITAL OUTLAY	4,038	-	0.0%	-	0.0%	4,038	2,837	-	0.0%
TOTAL SCHOOL ADMINISTRATION	21,635,536	1,735,167	8.0%	1,735,167	8.0%	19,900,368	21,217,097	1,784,914	8.4%

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD	(OVER) UNDER		09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>31 COUNSELING SERVICES:</b>									
6100 PAYROLL	14,968,668	1,205,530	8.1%	1,205,530	8.1%	13,763,138	14,930,545	1,245,521	8.3%
6200 CONTRACTED SERVICES	417,385	870	0.2%	870	0.2%	416,515	952,516	9,277	1.0%
6300 SUPPLIES	769,911	54,995	7.1%	54,995	7.1%	714,916	503,310	298,806	59.4%
6400 OTHER EXPENSE	151,359	2,690	1.8%	2,690	1.8%	148,669	71,079	3,047	4.3%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL COUNSELING SERVICES	16,307,324	1,264,086	7.8%	1,264,086	7.8%	15,043,238	16,457,450	1,556,651	9.5%
<b>32 ATTENDANCE SERVICES:</b>									
6100 PAYROLL	1,331,267	111,100	8.3%	111,100	8.3%	1,220,167	1,341,408	114,583	8.5%
6200 CONTRACTED SERVICES	6,206	435	7.0%	435	7.0%	5,771	1,662	375	22.6%
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER EXPENSE	7,347	-	0.0%	-	0.0%	7,347	7,255	-	0.0%
TOTAL ATTENDANCE SERVICES	1,344,819	111,535	8.3%	111,535	8.3%	1,233,285	1,350,325	114,958	8.5%
<b>33 HEALTH SERVICES:</b>									
6100 PAYROLL	3,368,351	276,363	8.2%	276,363	8.2%	3,091,988	3,391,134	285,217	8.4%
6200 CONTRACTED SERVICES	4,800	2,173	45.3%	2,173	45.3%	2,627	4,977	840	16.9%
6300 SUPPLIES	132,330	471	0.4%	471	0.4%	131,859	133,744	4,493	3.4%
6400 OTHER EXPENSE	6,450	-	0.0%	-	0.0%	6,450	4,329	-	0.0%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL HEALTH SERVICES	3,511,931	279,006	7.9%	279,006	7.9%	3,232,925	3,534,184	290,550	8.2%
<b>34 PUPIL TRANSPORTATION:</b>									
6100 PAYROLL	118,370	23,990	20.3%	23,990	20.3%	94,380	-	9,608	-
6200 CONTRACTED SERVICES	11,626,850	380	0.0%	380	0.0%	11,626,470	11,627,465	105	0.0%
6300 SUPPLIES	894,265	36,609	4.1%	36,609	4.1%	857,656	900,000	6,138	0.7%
6400 OTHER EXPENSE	94,197	178	0.2%	178	0.2%	94,019	95,007	(9,234)	-9.7%
6600 CAPITAL OUTLAY	1,200,000	-	0.0%	-	0.0%	1,200,000	-	-	-
TOTAL PUPIL TRANSPORTATION	13,933,682	61,157	0.4%	61,157	0.4%	13,872,525	12,622,472	6,617	0.1%
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	538,246	43,218	8.0%	43,218	8.0%	495,028	512,238	45,153	8.8%
6300 SUPPLIES	1,600	-	0.0%	-	0.0%	1,600	1,600	-	0.0%
6400 OTHER EXPENSE	220,000	-	0.0%	-	0.0%	220,000	220,000	-	0.0%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL FOOD SERVICE	759,846	43,218	5.7%	43,218	5.7%	716,628	733,838	45,153	6.2%
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	4,031,317	299,933	7.4%	299,933	7.4%	3,731,383	4,109,550	314,226	7.6%
6200 CONTRACTED SERVICES	529,874	59,395	11.2%	59,395	11.2%	470,479	561,378	9,663	1.7%
6300 SUPPLIES	717,214	33,131	4.6%	33,131	4.6%	684,083	683,256	8,015	1.2%
6400 OTHER EXPENSE	1,145,571	100,075	8.7%	100,075	8.7%	1,045,497	1,117,046	114,914	10.3%
6600 CAPITAL OUTLAY	151,342	9,500	6.3%	9,500	6.3%	141,842	27,847	6,075	21.8%
TOTAL EXTRA-CURRICULAR ACTIVITIES	6,575,318	502,034	7.6%	502,034	7.6%	6,073,284	6,499,078	452,894	7.0%

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD		(OVER) UNDER	09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	7,205,740	581,723	8.1%	581,723	8.1%	6,624,017	6,723,175	555,793	8.3%
6200 CONTRACTED SERVICES	898,282	(505,981)	-56.3%	(505,981)	-56.3%	1,404,263	926,004	63,859	6.9%
6300 SUPPLIES	2,103,613	289,910	13.8%	289,910	13.8%	1,813,703	1,368,371	214,502	15.7%
6400 OTHER EXPENSE	699,001	47,826	6.8%	47,826	6.8%	651,175	676,716	33,637	5.0%
6600 CAPITAL OUTLAY	275	-	0.0%	-	0.0%	275	-	-	-
TOTAL GENERAL ADMINISTRATION	10,906,911	413,479	3.8%	413,479	3.8%	10,493,433	9,694,266	867,791	9.0%
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	15,483,012	1,227,086	7.9%	1,227,086	7.9%	14,255,926	14,587,821	1,069,609	7.3%
6200 CONTRACTED SERVICES	10,175,369	137,251	1.3%	137,251	1.3%	10,038,118	8,571,577	53,663	0.6%
6300 SUPPLIES	7,455,108	211,482	2.8%	211,482	2.8%	7,243,627	5,802,857	201,985	3.5%
6400 OTHER EXPENSE	1,156,906	40,163	3.5%	40,163	3.5%	1,116,743	1,227,307	31,924	2.6%
6600 CAPITAL OUTLAY	120,766	22,266	18.4%	22,266	18.4%	98,500	98,500	-	0.0%
TOTAL MAINTENANCE	34,391,161	1,638,248	4.8%	1,638,248	4.8%	32,752,914	30,288,062	1,357,180	4.5%
<b>52 SECURITY:</b>									
6100 PAYROLL	2,293,615	166,699	7.3%	166,699	7.3%	2,126,915	2,164,101	165,679	7.7%
6200 CONTRACTED SERVICES	1,828,883	179	0.0%	179	0.0%	1,828,704	1,784,850	2,283	0.1%
6300 SUPPLIES	530,909	24,453	4.6%	24,453	4.6%	506,456	308,814	20,109	6.5%
6400 OTHER EXPENSE	16,114	-	0.0%	-	0.0%	16,114	16,994	2,821	16.6%
6600 CAPITAL OUTLAY	38,100	-	0.0%	-	0.0%	38,100	38,100	-	0.0%
TOTAL SECURITY	4,707,621	191,332	4.1%	191,332	4.1%	4,516,289	4,312,859	190,892	4.4%
<b>53 DATA PROCESSING:</b>									
6100 PAYROLL	2,392,705	182,014	7.6%	182,014	7.6%	2,210,691	2,394,691	192,653	8.0%
6200 CONTRACTED SERVICES	1,438,930	59,515	4.1%	59,515	4.1%	1,379,416	2,360,014	251,591	10.7%
6300 SUPPLIES	6,115,747	3,562,947	58.3%	3,562,947	58.3%	2,552,800	9,299,090	349,539	3.8%
6400 OTHER EXPENSE	51,991	325	0.6%	325	0.6%	51,666	51,523	-	0.0%
6600 CAPITAL OUTLAY	20,000	-	0.0%	-	0.0%	20,000	199,000	-	0.0%
TOTAL DATA PROCESSING	10,019,374	3,804,800	38.0%	3,804,800	38.0%	6,214,574	14,304,318	793,783	5.5%
<b>61 COMMUNITY SERVICES:</b>									
6100 PAYROLL	329,561	23,455	7.1%	23,455	7.1%	306,106	343,491	32,169	9.4%
6200 CONTRACTED SERVICES	91,473	1,140	1.2%	1,140	1.2%	90,333	150,762	900	0.6%
6300 SUPPLIES	45,016	902	2.0%	902	2.0%	44,113	13,154	249	1.9%
6400 OTHER EXPENSE	120,084	4,277	3.6%	4,277	3.6%	115,807	101,394	1,000	1.0%
6600 CAPITAL OUTLAY	19,023	-	0.0%	-	0.0%	19,023	5,984	-	0.0%
TOTAL COMMUNITY SERVICES	605,157	29,775	4.9%	29,775	4.9%	575,382	614,785	34,318	5.6%

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD	(OVER) UNDER		09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	196,500	-	0.0%	-	0.0%	196,500	113,000	-	0.0%
6300 SUPPLIES & MATERIALS	14,138	-	0.0%	-	0.0%	14,138	60,000	-	0.0%
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	509,081	-	0.0%	-	0.0%	509,081	1,562,357	(173,686)	-11.1%
TOTAL FACILITIES	719,719	-	0.0%	-	0.0%	719,719	1,735,357	(173,686)	-10.0%
<b>95 PAYMENTS TO JJAEP:</b>									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	-	0.0%
TOTAL PAYMENTS TO JJAEP	190,000	-	0.0%	-	0.0%	190,000	190,000	-	0.0%
<b>97 PAYMENTS TO TIF:</b>									
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
TOTAL PAYMENTS TO TIF	-	-	-	-	-	-	-	-	-
<b>99 INTERGOVERNMENTAL CHARGES:</b>									
6200 CONTRACTED SERVICES	625,457	153,885	24.6%	153,885	24.6%	471,572	625,457	-	0.0%
TOTAL INTERGOVERNMENTAL CHARGES	625,457	153,885	24.6%	153,885	24.6%	471,572	625,457	-	0.0%
<b>OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	-	-	-
TOTAL OTHER USES	-	-	-	-	-	-	-	-	-
<b>TOTAL 6000 EXPENDITURES:</b>	356,323,397	30,074,944	8.4%	30,074,944	8.4%	326,248,453	347,240,302	26,665,837	7.7%
<b>EXCESS (DEFICIENCY)</b>									
REVENUE OVER EXPENDITURES:	(18,965,735)	1,140,911		1,140,911			(6,350,247)	8,810,169	
<b>BEGINNING FUND BALANCE:</b>	127,182,482	127,182,482					105,124,114	105,124,114	
<b>ENDING FUND BALANCE:</b>	108,216,747	128,323,393					98,773,867	113,934,283	

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD	(OVER) UNDER		09/01/2020 to 9/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE SUMMARY:</b>									
LOCAL REVENUE	155,719,490	599,394	0.4%	599,394	0%	155,120,096	163,795,058	467,197	0.3%
STATE REVENUE	173,388,172	30,561,642	17.6%	30,561,642	18%	142,826,530	172,494,997	34,985,424	20.3%
FEDERAL REVENUE	8,250,000	54,819	0.7%	54,819	1%	8,195,181	4,600,000	17,875	0.4%
OTHER SOURCES	-	-	-	-	-	-	-	5,510	-
TOTAL OTHER REVENUE SOURCES	337,357,662	31,215,855	9.3%	31,215,855	9%	306,141,807	340,890,055	35,476,006	10.4%
<b>APPROPRIATIONS/EXPENDITURES</b>									
<b>BUDGET CATEGORY SUMMARY:</b>									
6100 PAYROLL	284,096,465	23,151,676	8.1%	23,127,686	8%	260,944,789	277,446,855	22,724,961	8.2%
6200 SERVICES	30,869,514	1,052,837	3.4%	1,052,635	3%	29,816,676	30,895,229	967,947	3.1%
6300 SUPPLIES	32,181,387	5,551,879	17.3%	5,515,270	17%	26,629,509	29,640,507	2,911,276	9.8%
6400 OTHER EXPENSE	6,906,445	286,786	4.2%	286,608	4%	6,619,659	6,351,548	213,615	3.4%
6600 CAPITAL OUTLAY	2,269,586	31,766	1.4%	31,766	1%	2,237,820	2,006,164	(167,710)	-8.4%
8900 OTHER USES	-	-	-	-	-	-	-	-	-
TOTAL APPROPRIATIONS/EXPENDITURES	356,323,397	30,074,944	8.4%	30,013,965	8%	326,248,453	346,340,302	26,650,090	7.7%

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF FOOD SERVICE BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021		%YTD	9/21 MTD		(OVER UNDER YTD BUDGET	09/01/2020 to 9/30/2020		%YTD
	BUDGET	ACTUAL		ACTUAL	%MTD		BUDGET	ACTUAL	
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5742 INVESTMENT EARNINGS	10,000	-	0.0%	-	0.0%	10,000	10,000	4,845	48.5%
5749 MISCELLANEOUS REVENUE	-	16,973	0.0%	-	-	-	-	26,057	--
5751 FOOD SERVICES	2,025,000	99,392	4.9%	99,392	4.9%	1,925,608	2,025,000	2,202	0.1%
5755 ACTIVITY FUND RECEIPTS	150,000	-	0.0%	-	0.0%	150,000	150,000	-	0.0%
<b>TOTAL LOCAL RESOURCES</b>	<b>2,185,000</b>	<b>116,365</b>	<b>5.3%</b>	<b>99,392</b>	<b>4.5%</b>	<b>2,068,635</b>	<b>2,185,000</b>	<b>33,105</b>	<b>1.5%</b>
<b>STATE RESOURCES:</b>									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	-	0.0%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
<b>TOTAL STATE RESOURCES</b>	<b>120,000</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>120,000</b>	<b>120,000</b>	<b>-</b>	<b>0.0%</b>
<b>FEDERAL RESOURCES:</b>									
5921 SCHOOL BREAKFAST PROGRAM	5,500,000	-	0.0%	-	0.0%	5,500,000	4,125,000	96,579	2.3%
5922 NATIONAL SCHOOL LUNCH PROGRAM	14,410,193	1,609,724	11.2%	1,609,724	11.2%	12,800,469	10,807,645	153,327	1.4%
5923 USDA DONATED COMMODITIES	1,300,000	-	0.0%	-	0.0%	1,300,000	975,000	1,610,751	165.2%
5938 SUMMER FEEDING PROGRAM	-	2,856,992	--	2,856,992	--	(2,856,992)	-	848,163	--
5939 CACFP SUPPER PROGRAM	200,000	59,035	29.5%	59,035	29.5%	140,965	150,000	2,463	1.6%
<b>TOTAL FEDERAL RESOURCES</b>	<b>21,410,193</b>	<b>4,525,751</b>	<b>21.1%</b>	<b>4,525,751</b>	<b>21.1%</b>	<b>16,884,442</b>	<b>16,057,645</b>	<b>2,711,283</b>	<b>16.9%</b>
<b>TOTAL FOOD SERVICE REVENUE:</b>	<b>23,715,193</b>	<b>4,642,116</b>	<b>19.6%</b>	<b>4,625,142</b>	<b>19.5%</b>	<b>19,073,077</b>	<b>18,362,645</b>	<b>2,744,388</b>	<b>14.9%</b>
<b>EXPENDITURES:</b>									
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	7,632,909	903,230	11.8%	903,230	11.8%	6,729,679	7,154,914	830,476	11.6%
6200 CONTRACTED SERVICES	399,426	6,274	1.6%	6,274	1.6%	393,152	459,426	6,510	1.4%
6300 SUPPLIES	12,819,268	602,245	4.7%	602,245	4.7%	12,217,023	10,303,740	472,370	4.6%
6400 OTHER EXPENSE	70,358	1,983	2.8%	1,983	2.8%	68,375	67,065	13	0.0%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
<b>FOOD SERVICE EXPENDITURES</b>	<b>20,921,961</b>	<b>1,513,732</b>	<b>7.2%</b>	<b>1,513,732</b>	<b>7.2%</b>	<b>19,408,230</b>	<b>17,985,145</b>	<b>1,309,370</b>	<b>7.3%</b>
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	-	-	--	-	--	-	10,000	-	0.0%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>-</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>0.0%</b>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	349,024	8,050	2.3%	8,050	2.3%	340,974	249,024	7,038	2.8%
6200 CONTRACTED SERVICES	449,991	5,880	1.3%	5,880	1.3%	444,111	400,976	-	0.0%
6300 SUPPLIES	240,501	8,951	3.7%	8,951	3.7%	231,550	-	-	--
<b>MAINTENANCE EXPENDITURES</b>	<b>1,039,516</b>	<b>22,880</b>	<b>2.2%</b>	<b>22,880</b>	<b>2.2%</b>	<b>1,016,635</b>	<b>650,000</b>	<b>7,038</b>	<b>1.1%</b>
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	3,000,000	-	0.0%	-	0.0%	3,000,000	2,000,000	(195,599)	-9.8%
<b>FACILITIES EXPENDITURES</b>	<b>3,000,000</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>3,000,000</b>	<b>2,000,000</b>	<b>(195,599)</b>	<b>--</b>
<b>89 OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
<b>TOTAL 6000 EXPENDITURES:</b>	<b>24,961,477</b>	<b>1,536,612</b>	<b>6.2%</b>	<b>1,536,612</b>	<b>6.2%</b>	<b>23,424,865</b>	<b>20,645,145</b>	<b>1,120,809</b>	<b>5.4%</b>
<b>EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:</b>	<b>(1,246,284)</b>	<b>3,105,503</b>		<b>3,088,530</b>			<b>(2,282,500)</b>	<b>1,623,579</b>	
<b>BEGINNING FUND BALANCE:</b>	<b>5,801,184</b>	<b>5,801,184</b>					<b>5,469,225</b>	<b>5,469,225</b>	
<b>ENDING FUND BALANCE:</b>	<b>4,554,900</b>	<b>8,906,687</b>					<b>3,186,725</b>	<b>7,092,804</b>	

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF DEBT SERVICE BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to 9/30/2021			9/21 MTD		(OVER) UNDER	09/01/2020 to 9/30/2020		
	BUDGET	YTD ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	YTD ACTUAL	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	43,560,644	791	0.0%	791	0.0%	43,559,853	37,329,600	789	0.0%
5712 DELINQUENT TAXES	100,000	59,069	59.1%	59,069	59.1%	40,931	-	29,848	-
5719 OTHER TAX RELATED REVENUE	-	16,956	-	16,956	-	(16,956)	-	29,753	-
TOTAL TAXES	43,660,644	76,816	0.2%	76,816	0.2%	43,583,828	37,329,600	60,390	0.2%
5742 INVESTMENT EARNINGS	-	-	-	-	-	-	-	2,935	-
TOTAL LOCAL RESOURCES	43,660,644	76,816	0.2%	76,816	0.2%	43,583,828	37,329,600	63,325	0.2%
<b>STATE RESOURCES (EDA):</b>									
5829 TEA/NON-FOUNDATION REVENUE	546,520	-	0.0%	-	0.0%	546,520	550,008	-	0.0%
TOTAL STATE RESOURCES	546,520	-	0.0%	-	0.0%	546,520	550,008	-	0.0%
<b>OTHER SOURCES:</b>									
7911 SALE OF BONDS	-	-	-	-	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	-	-	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	0.0%	-	-	-	-
<b>TOTAL REVENUE:</b>	<b>44,207,164</b>	<b>76,816</b>	<b>0.2%</b>	<b>76,816</b>	<b>0.2%</b>	<b>44,130,348</b>	<b>37,879,608</b>	<b>63,325</b>	<b>0.2%</b>
<b>EXPENDITURES:</b>									
<b>71 DEBT SERVICE:</b>									
6500 DEBT SERVICE FEES	45,577,025	-	0.0%	-	0.0%	45,577,025	45,579,600	-	0.0%
DEBT SERVICE EXPENDITURES	45,577,025	-	0.0%	-	0.0%	45,577,025	45,579,600	-	0.0%
<b>OTHER USES:</b>									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	-
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	-	-	-
<b>TOTAL EXPENDITURES:</b>	<b>45,577,025</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>45,577,025</b>	<b>45,579,600</b>	<b>-</b>	<b>0.0%</b>
<b>EXCESS (DEFICIENCY)</b>									
REVENUE OVER EXPENDITURES:	(1,369,861)	76,816		<u>76,816</u>			(7,699,992)	63,325	
<b>BEGINNING FUND BALANCE:</b>	<b>10,838,292</b>	<b>10,838,292</b>					<b>16,572,259</b>	<b>16,572,259</b>	
<b>ENDING FUND BALANCE:</b>	<b>9,468,431</b>	<b>10,915,108</b>					<b>8,872,267</b>	<b>16,635,584</b>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUND TYPES  
09/01/2021-9/30/2021**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	<b>REVENUE:</b>				
5700	Local and Intermediate Sources	\$ 599,394	\$ -	\$ 76,816	\$ -
5800	State Program Revenues	30,561,642	11,428	-	-
5900	Federal Program Revenues	54,819	-	-	-
5020	Total Revenue:	\$ 31,215,855	11,428	76,816	-
	<b>EXPENDITURES:</b>				
0010	Instruction and Instructional-Related Services	19,318,841	1,566,701	-	242,583
0020	Instructional and School Leadership	2,263,549	147,212	-	-
0030	Support Services - Student (Pupil)	2,261,036	312,554	-	-
0040	Administrative Support Services	413,479	92,191	-	-
0050	Support Services - Nonstudent Based	5,634,380	321,658	-	378,517
0060	Community Services	29,775	175,699	-	-
0070	Debt Service	-	-	-	-
0080	Capital Outlay	-	-	-	51,518
0090	Intergovernmental Charges/JJAEP/TIF	153,885	-	-	-
6030	Total Expenditures:	30,074,944	2,616,014	-	672,618
	<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:</b>	<u>1,140,911</u>	<u>(2,604,587)</u>	<u>76,816</u>	<u>(672,618)</u>
7900	<b>OTHER FINANCING SOURCES:</b>				
	Proceeds from Sale of Fixed Assets	-	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	38,886,350
7020	Total Other Financing Sources:	-	-	-	38,886,350
8900	<b>OTHER FINANCING USES:</b>				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	-	-	-	-
	<b>TOTAL OTHER FINANCING SOURCES AND (USES):</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,886,350</u>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USE</b>	1,140,911	(2,604,587)	76,816	38,213,732
0100	<b>FUND BALANCE - September 1 (Beginning):</b>	<u>122,767,548</u>	<u>8,590,611</u>	<u>14,840,048</u>	<u>6,329,038</u>
3000	<b>FUND BALANCE (DEFICIT) - (Ending):</b>	\$ <u>123,908,459</u>	\$ <u>5,986,024</u>	\$ <u>14,916,864</u>	\$ <u>44,542,770</u>

**IRVING INDEPENDENT SCHOOL DISTRICT**  
**COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**ALL GOVERNMENTAL FUND TYPES**  
**09/01/2020-9/30/2020**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	<b>REVENUE:</b>				
5700	Local and Intermediate Sources	\$ 467,197	\$ -	\$ 63,325	\$ -
5800	State Program Revenues	34,985,424	10,037	-	-
5900	Federal Program Revenues	17,875	41,622	-	-
5020	Total Revenue:	\$ 35,470,496	51,659	63,325	-
	<b>EXPENDITURES:</b>				
0010	Instruction and Instructional-Related Services	18,768,403	1,354,018	-	-
0020	Instructional and School Leadership	2,360,334	94,586	-	-
0030	Support Services - Student (Pupil)	2,466,823	177,120	-	-
0040	Administrative Support Services	867,791	4,551	-	-
0050	Support Services - Nonstudent Based	2,341,855	27,173	-	(2,706,475)
0060	Community Services	34,318	126,117	-	-
0070	Debt Service	-	-	-	-
0080	Capital Outlay	(173,686)	-	-	(462,610)
0090	Intergovernmental Charges/JJAEP/TIF	-	-	-	-
6030	Total Expenditures:	26,665,837	1,783,565	-	(3,169,085)
	<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:</b>	<b>8,804,659</b>	<b>(1,731,906)</b>	<b>63,325</b>	<b>3,169,085</b>
7900	<b>OTHER FINANCING SOURCES:</b>				
	Proceeds from Sale of Fixed Assets	5,510	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Operating Transfers In	-	-	-	1,650,000
	Special Items	-	-	-	-
	Extraordinary Items	-	-	-	-
7020	Total Other Financing Sources:	5,510	-	-	1,650,000
8900	<b>OTHER FINANCING USES:</b>				
	Refunding Bonds	-	-	-	-
	Operating Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	-	-	-	-
	<b>TOTAL OTHER FINANCING SOURCES AND (USES):</b>	<b>5,510</b>	<b>-</b>	<b>-</b>	<b>1,650,000</b>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:</b>	<b>8,810,169</b>	<b>(1,731,906)</b>	<b>63,325</b>	<b>4,819,085</b>
0100	<b>FUND BALANCE - September 1 (Beginning):</b>	<b>86,201,136</b>	<b>4,510,968</b>	<b>(8,948,234)</b>	<b>9,661,547</b>
3000	<b>FUND BALANCE (DEFICIT) - (Ending):</b>	<b>\$ 95,011,305</b>	<b>\$ 2,779,061</b>	<b>\$ (8,884,908)</b>	<b>\$ 14,480,632</b>

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL  
 September 30, 2021

	CURRENT YEAR						PRIOR YEAR		
	09/01/2021 to			09/01/2020 to			9/30/2020		
	BUDGET	YTD ACTUAL	%YTD	9/21 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5739 OTHER TUITION AND FEES	-	-	-	-	-	-	-	-	-
5742 INVESTMENT EARNINGS	1,000.00	0.00	0.0%	(2,431)	-243.1%	1,000	1,000	430	43.0%
5744 GIFTS AND BEQUESTS	-	-	-	-	-	-	-	-	-
5749 MISCELLANEOUS REVENUE	435,647	153,608	35.3%	(44,848)	-10.3%	282,039	435,647	-	0.0%
5751 FOOD SERVICES	-	-	-	-	-	-	-	-	-
5754 INTERFUND TRANSACTIONS	2,040,368	125,787	6.2%	(2,195,920)	-107.6%	1,914,581	2,040,368	259,583	12.7%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	-	-	-	-	-	-	-
<b>TOTAL LOCAL RESOURCES</b>	<b>2,477,265</b>	<b>279,395</b>	<b>11.3%</b>	<b>(2,243,199)</b>	<b>-90.6%</b>	<b>2,197,870</b>	<b>2,477,265</b>	<b>260,013</b>	<b>10.5%</b>
<b>OTHER SOURCES:</b>									
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%
<b>TOTAL OTHER SOURCES</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL INTERNAL SERVICE FUNDS REVENUE:</b>	<b>2,477,265</b>	<b>279,395</b>	<b>11.3%</b>	<b>(2,243,199)</b>	<b>-90.6%</b>	<b>2,197,870</b>	<b>2,477,265</b>	<b>260,013</b>	<b>10.5%</b>
<b>EXPENDITURES:</b>									
<b>13 STAFF DEVELOPMENT:</b>									
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
<b>TOTAL STAFF DEVELOPMENT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	225,387	18,484	8.2%	(181,927)	-80.7%	206,903	225,387	15,296	6.8%
6200 CONTRACTED SERVICES	-	2,173	-	2,173	-	(2,173)	-	-	-
6300 SUPPLIES	200,010	13,140	6.6%	(187,165)	-93.6%	186,870	200,010	5,609	2.8%
6400 OTHER EXPENSE	10,500	-	0.0%	(5,426)	-51.7%	10,500	10,500	-	0.0%
<b>TOTAL INSTRUCTIONAL ADMINISTRATION</b>	<b>435,897</b>	<b>33,797</b>	<b>7.8%</b>	<b>(372,345)</b>	<b>-85.4%</b>	<b>402,100</b>	<b>435,897</b>	<b>20,905</b>	<b>4.8%</b>
<b>35 FOOD SERVICE</b>									
6100 PAYROLL COSTS	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER OPERATING COST	-	-	-	-	-	-	-	-	-
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	177,270	6,936	3.9%	(164,006)	-92.5%	170,334	177,270	14,511	8.2%
6200 CONTRACTED SERVICES	230,307	10,988	4.8%	(180,169)	-78.2%	219,320	222,000	10,769	4.9%
6300 SUPPLIES	43,438	953	2.2%	(78,452)	-180.6%	42,486	54,646	15,178	27.8%
6400 OTHER EXPENSE	1,545,910	163,993	10.6%	(962,152)	-62.2%	1,381,917	1,545,985	144,933	9.4%
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>1,996,925</b>	<b>182,869</b>	<b>9.2%</b>	<b>(1,384,779)</b>	<b>-69.3%</b>	<b>1,814,056</b>	<b>1,999,901</b>	<b>185,390</b>	<b>9.3%</b>
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	-	-	-
<b>TOTAL OTHER USES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	2,976	2,520	84.7%	2,520	84.7%	456	-	-	-
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	3,660	-	0.0%
6400 OTHER OPERATING COST	37,807	286	0.8%	(40,317)	-106.6%	37,521	37,807	7,965	21.1%
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>44,443</b>	<b>2,806</b>	<b>-</b>	<b>(37,797)</b>	<b>-</b>	<b>41,637</b>	<b>41,467</b>	<b>7,965</b>	<b>-</b>
<b>TOTAL 6 000 EXPENDITURES:</b>	<b>2,477,265</b>	<b>219,472</b>	<b>8.9%</b>	<b>(1,794,922)</b>	<b>-72.5%</b>	<b>2,257,793</b>	<b>2,477,265</b>	<b>214,259</b>	<b>8.6%</b>
<b>NET INCOME (LOSS)</b>	<b>-</b>	<b>59,923</b>		<b>(448,277)</b>		<b>-</b>	<b>-</b>	<b>45,754</b>	
<b>BEGINNING FUND BALANCE:</b>	<b>119,535</b>	<b>1,099,005</b>					<b>(16,950)</b>	<b>1,284,352</b>	
<b>ENDING FUND EQUITY BALANCE:</b>	<b>119,535</b>	<b>1,158,928</b>					<b>(16,950)</b>	<b>1,330,105</b>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENSES AND  
CHANGES IN FUND NET ASSETS  
INTERNAL SERVICE FUNDS  
09/01/2021-9/30/2021**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ -	\$ 113,591	\$ 1,034	\$ 153,407	\$ 11,362	\$ 279,395
5020 Total Operating Revenue	-	113,591	1,034	153,407	11,362	279,395
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	-	6,069	867	18,484		25,421
6200 Professional/Contracted Services	-	13,133		2,173	375	15,680
6300 Supplies and Materials	-	541	-	13,140	412	14,093
6400 Claims, Admin, & Other Expenses	-	164,279	-	-		164,279
6030 Total Operating Expenses	-	184,021	867	33,797	787	219,472
Operating Income (Loss)	-	(70,430)	167	119,610	10,576	59,923
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	-	-	-	-	-
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS</b>	<b>\$ -</b>	<b>\$ (70,430)</b>	<b>\$ 167</b>	<b>\$ 119,610</b>	<b>\$ 10,576</b>	<b>\$ 59,923</b>
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,357,423	\$ 638,874	\$ (350,785)	\$ (30,307)	\$ 1,615,205
3000 <b>TOTAL NET ASSETS</b>	<b>\$ -</b>	<b>\$ 1,286,993</b>	<b>\$ 639,041</b>	<b>\$ (231,175)</b>	<b>\$ (19,731)</b>	<b>\$ 1,675,128</b>

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**IRVING INDEPENDENT SCHOOL DISTRICT  
 COMBINED STATEMENT OF REVENUE, EXPENSES AND  
 CHANGES IN FUND NET ASSETS  
 INTERNAL SERVICE FUNDS  
 09/01/2020-9/30/2020**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ -	\$ 109,105	\$ 138,508	\$ -	\$ 11,970	\$ 259,583
5020 Total Operating Revenue	-	109,105	138,508	-	11,970	259,583
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	-	10,936	3,576	15,296		29,807
6200 Professional/Contracted Services		2,840			7,929	10,769
6300 Supplies and Materials		13,835	-	5,609	1,343	20,787
6400 Claims, Admin, & Other Expenses		152,897	-	-		152,897
6030 Total Operating Expenses	-	180,508	3,576	20,905	9,271	214,259
Operating Income (Loss)	-	(71,403)	134,932	(20,905)	2,699	45,323
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	430	-	-	-	430
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS</b>	<b>\$ -</b>	<b>\$ (70,973)</b>	<b>\$ 134,932</b>	<b>\$ (20,905)</b>	<b>\$ 2,699</b>	<b>\$ 45,754</b>
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,214,488	\$ 45,621	\$ (199,394)	\$ (9,187)	\$ 1,051,528
3000 <b>TOTAL NET ASSETS</b>	<b>\$ -</b>	<b>\$ 1,143,515</b>	<b>\$ 180,553</b>	<b>\$ (220,299)</b>	<b>\$ (6,488)</b>	<b>\$ 1,097,282</b>

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CONSOLIDATED BALANCE SHEET FOR GO 2022 1

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	-6,187,631.92	-1,433,768.59
1151	IMPREST FUNDS	-44.45	3,489.79
1153	IMPREST CHANGE FUND	1,979.45	3,839.45
1170	LEGACY TEXAS MMA	.00	30,769,405.20
1172	CERTIFICATES OF DEPOSIT	.00	15,000,000.00
1173	AGENCY SECURITIES	.00	18,016,581.15
1175	TEXPOOL	.00	1,023,466.59
1176	TEXSTAR	.00	8,936,707.24
1177	LONE STAR POOL	.00	5,440,386.11
1178	TEXAS CLASS	6,964,459.00	18,096,195.80
1179	LOGIC	.00	39,121,420.45
1180	LANDING ROCK INVESTORS	.00	10,022,872.51
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	366,851.40
1251	ACCRUED INTEREST	.00	22,982.12
1262	DUE FROM SPECIAL REVENUE	.00	2,109,562.00
1263	DUE FROM I & S	-791.00	314,569.43
1266	DUE FROM INTERNAL SERVICE FUND	.00	83,116.00
1291	RECEIVABLES	.00	- .25
1295	DUE FROM TRISTAR	20,032.55	26,545.93
1311	INVENTORIES - GENERAL SUPPLIES	-13,337.98	321,235.98
1312	INVENTORIES - SCHOOLDUDE	-456.57	257,149.48
1313	POSTAGE	-9,551.41	96,576.83
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	40.00	4,054.99
1495	PREPAID EXPENSE	.00	7,745.30
	<b>TOTAL ASSETS</b>	<b>774,697.67</b>	<b>152,322,192.91</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	20,844.81	-483,867.61
2111	ACCOUNTS PAYABLE	269,212.64	-1,417,033.86
2113	TAX REFUNDS/ATTNY'S FEE	48,386.82	-112,787.96
2114	RETAINAGES	.00	-49,677.90
2161	ACCRUED WAGES PAYABLE	.00	-16,554,056.40
2181	DUE TO STATE	-98.88	-4,125,215.20
2199	CREDIT CARD SUSPENSION	25,570.06	-20,402.49
2311	DEFERRED REVENUE	3,082.74	-3,657,915.89
	<b>TOTAL LIABILITIES</b>	<b>366,998.19</b>	<b>-26,420,957.31</b>
<b>FUND BALANCE</b>			
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 2022 1

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>FUND BALANCE</b>			
3591	OTHER DESIGNATED FUND BALANCE	.00	-34,120,258.82
3611	FUND BALANCE BEG-OF-YEAR	.00	-90,228,478.34
3612	BUDGET SURPLUS/DEFICIT	18,965,735.21	18,965,735.21
4310	RESERVE FOR ENCUMBRANCES	-2,994,348.70	-8,761,216.51
4311	RESERVE FOR ENCUMBRANCES	2,994,348.70	8,761,216.51
5010	ESTIMATED REVENUE - CO	337,357,661.89	337,357,661.89
5050	REALIZED REVENUE - CO	-31,215,854.83	-31,215,854.83
6010	APPROPRIATED EXPENDITURES - CO	-356,323,397.10	-356,323,397.10
6050	EXPENDITURES - CO	30,074,158.97	30,074,158.97
	TOTAL FUND BALANCE	-1,141,695.86	-125,901,235.60
	TOTAL LIABILITIES + FUND BALANCE	-774,697.67	-152,322,192.91

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

CONSOLIDATED BALANCE SHEET FOR FS 2022 1

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	799,281.21	-10,102,707.12
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	.00	5,525.00
1178	TEXAS CLASS	.00	13,421,070.36
1241	DUE FROM STATE	-601,148.55	1,569,132.97
1311	INVENTORIES - GENERAL SUPPLIES	.00	104,245.36
	<b>TOTAL ASSETS</b>	<b>198,132.66</b>	<b>4,998,266.57</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	-2,193.98	-4,770.47
2111	ACCOUNTS PAYABLE	-6,462.44	-11,757.24
	<b>TOTAL LIABILITIES</b>	<b>-8,656.42</b>	<b>-16,527.71</b>
<b>FUND BALANCE</b>			
3451	RESERVE - FOOD SERVICE	.00	-4,792,262.62
3612	BUDGET SURPLUS/DEFICIT	1,246,284.00	1,246,284.00
4310	RESERVE FOR ENCUMBRANCES	-216,488.58	-216,488.58
4311	RESERVE FOR ENCUMBRANCES	216,488.58	216,488.58
5010	ESTIMATED REVENUE - CO	23,715,193.00	23,715,193.00
5050	REALIZED REVENUE - CO	-1,726,088.51	-1,726,088.51
6010	APPROPRIATED EXPENDITURES - CO	-24,961,477.00	-24,961,477.00
6050	EXPENDITURES - CO	1,536,612.27	1,536,612.27
	<b>TOTAL FUND BALANCE</b>	<b>-189,476.24</b>	<b>-4,981,738.86</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-198,132.66</b>	<b>-4,998,266.57</b>

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

CONSOLIDATED BALANCE SHEET FOR DS 2022 1

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	76,024.65	1,451,719.86
1177	LONE STAR POOL	.00	861,575.12
1178	TEXAS CLASS	.00	8,997,635.68
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,773,918.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-843,178.00
	<b>TOTAL ASSETS</b>	<b>76,024.65</b>	<b>12,241,670.66</b>
<b>LIABILITIES</b>			
2171	DUE TO GENERAL FUND	791.00	-314,569.43
2184	DUE TO STATE	.00	-81,255.00
2311	DEFERRED REVENUE	.00	-930,740.00
	<b>TOTAL LIABILITIES</b>	<b>791.00</b>	<b>-1,326,564.43</b>
<b>FUND BALANCE</b>			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-14,415,438.51
3611	FUND BALANCE BEG-OF-YEAR	.00	3,577,147.93
3612	BUDGET SURPLUS/DEFICIT	1,369,861.00	1,369,861.00
5010	ESTIMATED REVENUE - CO	44,207,164.00	44,207,164.00
5050	REALIZED REVENUE - CO	-76,815.65	-76,815.65
6010	APPROPRIATED EXPENDITURES - CO	-45,577,025.00	-45,577,025.00
	<b>TOTAL FUND BALANCE</b>	<b>-76,815.65</b>	<b>-10,915,106.23</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-76,024.65</b>	<b>-12,241,670.66</b>

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

**CONSENT AGENDA**  
11/15/2021

**TOPIC:** Consider Approval of Resolution and Order No. 21-22-03 Authorizing October Amendment to the 2021-2022 Budget

<b>Revenue &amp; Other Resources</b>	<b>Approved Budget</b>	<b>Amended Budget</b>	<b>Proposed Amendments</b>	<b>Amended Budget</b>
General Operating Fund	\$337,357,662		20,443	\$337,378,105
Food Service Fund	23,715,193		-	\$23,715,193
Debt Service Fund	44,207,164		-	\$44,207,164
<b>Total Revenue &amp; Other Sources</b>	<b>\$405,280,019</b>		<b>\$ 20,443</b>	<b>\$ 405,300,462</b>
<b>Appropriations &amp; Other Uses</b>				
General Operating Fund	\$ 356,323,397		\$ 885,345	\$357,208,743
Food Service Fund	24,961,477		-	24,961,477
Debt Service Fund	45,577,025		-	45,577,025
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 426,861,899</b>		<b>\$ 885,345</b>	<b>\$427,747,245</b>

**SUBMITTED BY:** Fernando Natividad 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. 21-22-03 increasing the District's total budgeted revenue to \$405,300,462 and increasing total appropriations to \$427,747,245.

**RECOMMENDED BOARD MOTION:** I move the Board approve Resolution and Order No. 21-22-03.

**ATTACHMENTS:**

1. Memo from Mahdia Lalee to Fernando Natividad
2. Resolution and Order No. 21-22-03

Date: November 15, 2021  
 To: Fernando Natividad, Chief Financial Officer  
 From: Mahdia Lalee, Director of Business Operations  
 Subject: November Amendment to the 2021-202 Budget

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**General Operating Fund**

Total budgeted revenue to increase by \$20,443 dollars and total budgeted appropriations and other uses increase by \$885,345 which is summarized as follows:

Revenue:

➤ Increase to campus activity funds			
5755 – Activity Fund Receipt	20,443		20,443
			<u>\$ 20,443</u>

Appropriations:

➤ Increases (decreases) to campus activity funds (from campus fund balance) to reflect increase in fund balance:			
Function 11 – Instruction	32,339		
Function 12 – Library	(11,411)		
Function 13 – Staff Development	250		
Function 23 – School Administration	(1,313)		
Function 36 – Extra-Curricular Activities	(3,030)		
Function 51 – Maintenance and Operation	9,742		
Function 61 – Community Services	(10,942)		\$ 15,635
➤ Increases (decreases) to budget for other transfers:			
Function 11 – Instruction	(178,662)		
Function 12 – Library	(9,766)		
Function 13 – Staff Development	11,935		
Function 21 – Instructional Administration	75,080		
Function 23 – School Administration	15,424		
Function 31 – Guidance and Counseling	26,716		
Function 34 – Pupil Transportation	19,815		
Function 36 – Extra-Curricular Activities	(26,043)		
Function 41 – General Administration	(51,538)		
Function 51 – Maintenance and Operation	35,574		
Function 52 – Security and Monitoring	21,563		
Function 61 – Community Services	59,902		0

➤ Additional Funds Toward Pre-k Playground Function 81 – Facilities	459,710	459,710
➤ High School Auditorium Sound Systems Function 51 – Maintenance and Operation	410,000	410,000
		<u>\$ 885,345</u>

**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	(1,680)	
Function 51 – Maintenance and Operation	1,650	0
		<u>\$ 0</u>

**Debt Service Fund**

There are no proposed budget changes to the Debt Service Fund.

## AGENDA SHEET

**Meeting Date:** 11/15/2021

**Resolution/Order No.:** 21-22-03

**Topic:** A Resolution of the Board of Trustees of the Irving Independent School District Adopting an Order Approving Amendment to the 2021-2022 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 2021-2022 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 2021-2022 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 11/15/2021, at a duly constituted meeting for which notice was timely given.

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Randy Randle, President  
Board of Trustees  
Irving Independent School District

ATTEST:

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Pamela Campbell, Secretary  
Board of Trustees  
Irving Independent School District

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

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5711 TAXES CURRENT YEAR	152,300,000	-	152,300,000	-	152,300,000
5712 DELINQUENT TAXES	276,647	-	276,647	-	276,647
5719 OTHER TAX RELATED REVENUE	500,000	-	500,000	-	500,000
<b>TOTAL TAXES</b>	<b>153,076,647</b>	<b>-</b>	<b>153,076,647</b>	<b>-</b>	<b>153,076,647</b>
<b>OTHER LOCAL REVENUE:</b>					
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	-	150,000	-	150,000
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	250,000	-	250,000	-	250,000
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	18,343	1,018,343	20,443	1,038,786
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	-	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
<b>TOTAL OTHER LOCAL RESOURCES</b>	<b>2,624,500</b>	<b>18,343</b>	<b>2,642,843</b>	<b>20,443</b>	<b>2,663,286</b>
<b>TOTAL LOCAL RESOURCES</b>	<b>155,701,147</b>	<b>18,343</b>	<b>155,719,490</b>	<b>20,443</b>	<b>155,739,933</b>
<b>STATE RESOURCES:</b>					
5811 PER CAPITA	6,224,195	-	6,224,195	-	6,224,195
5812 FOUNDATION ENTITLEMENTS	150,963,977	-	150,963,977	-	150,963,977
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	16,200,000	-	16,200,000	-	16,200,000
<b>TOTAL STATE RESOURCES</b>	<b>173,388,172</b>	<b>-</b>	<b>173,388,172</b>	<b>-</b>	<b>173,388,172</b>
<b>FEDERAL RESOURCES:</b>					
5929 FEDERAL REVENUE - INDIRECT COST	4,000,000	-	4,000,000	-	4,000,000
5931 SHARS REIMBURSEMENT	4,000,000	-	4,000,000	-	4,000,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
<b>TOTAL FEDERAL RESOURCES</b>	<b>8,250,000</b>	<b>-</b>	<b>8,250,000</b>	<b>-</b>	<b>8,250,000</b>
<b>TOTAL REVENUES</b>	<b>337,339,319</b>	<b>18,343</b>	<b>337,357,662</b>	<b>20,443</b>	<b>337,378,105</b>
<b>OTHER SOURCES</b>					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
<b>TOTAL OTHER SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<b>337,339,319</b>	<b>18,343</b>	<b>337,357,662</b>	<b>20,443</b>	<b>337,378,105</b>

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

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>EXPENDITURES:</b>					
11 Instruction	207,112,942	4,789,550	211,902,492	(146,323)	211,756,169
12 Library	5,835,743	246,135	6,081,878	(21,176)	6,060,702
13 Staff Development	6,243,489	(653,152)	5,590,337	12,185	5,602,522
21 Instructional Administration	6,694,264	(179,430)	6,514,834	75,081	6,589,915
23 School Administration	21,442,777	192,759	21,635,536	14,111	21,649,647
31 Counseling Services	16,594,182	(286,859)	16,307,324	26,716	16,334,039
32 Attendance Services	1,339,196	5,623	1,344,819	-	1,344,819
33 Health Services	3,511,571	360	3,511,931	-	3,511,931
34 Pupil Transportation	12,738,232	1,195,450	13,933,682	19,815	13,953,497
35 Food Services	759,846	(0)	759,846	-	759,846
36 Extra-Curricular Activities	6,206,606	368,712	6,575,318	(29,073)	6,546,245
41 General Administration	10,228,713	678,198	10,906,911	(51,538)	10,855,373
51 Maintenance	32,751,820	1,639,341	34,391,161	455,316	34,846,477
52 Security	4,434,074	273,547	4,707,621	21,563	4,729,184
53 Data Processing	5,447,746	4,571,628	10,019,374	-	10,019,374
61 Community Services	501,179	103,978	605,157	48,960	654,117
81 Facilities	14,138	705,581	719,719	459,710	1,179,429
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds	0	-	0	-	0
99 Intergovernmental Charges	625,457	-	625,457	-	625,457
<b>TOTAL EXPENDITURES</b>	<b>342,671,975</b>	<b>13,651,422</b>	<b>356,323,397</b>	<b>885,345</b>	<b>357,208,743</b>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<b>342,671,975</b>	<b>13,651,422</b>	<b>356,323,397</b>	<b>885,345</b>	<b>357,208,743</b>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	<b>(5,332,656)</b>	<b>13,669,765</b>	<b>(18,074,269)</b>	<b>(864,903)</b>	<b>(19,830,638)</b>
<b>EST. BEGINNING FUND BALANCE</b>	<b>97,625,992</b>	<b>-</b>	<b>97,625,992</b>	<b>-</b>	<b>97,625,992</b>
<b>ENDING FUND BALANCE</b>	<b>92,293,336</b>	<b>13,669,765</b>	<b>79,551,723</b>	<b>(864,903)</b>	<b>77,795,354</b>

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

	<u>ORIGINAL BUDGET</u>	<u>APPROVED AMENDMENTS</u>	<u>APPROVED AMENDED BUDGET</u>	<u>PROPOSED AMENDMENTS</u>	<u>NEW AMENDED BUDGET</u>
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
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
<b>TOTAL LOCAL RESOURCES</b>	<u>2,185,000</u>	<u>-</u>	<u>2,185,000</u>	<u>-</u>	<u>2,185,000</u>
<b>STATE RESOURCES:</b>					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
<b>TOTAL STATE RESOURCES</b>	<u>120,000</u>	<u>-</u>	<u>120,000</u>	<u>-</u>	<u>120,000</u>
<b>FEDERAL RESOURCES:</b>					
5921 SCHOOL BREAKFAST PROGRAM	5,500,000	-	5,500,000	-	5,500,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	14,410,193	-	14,410,193	-	14,410,193
5923 USDA DONATED COMMODITIES	1,300,000	-	1,300,000	-	1,300,000
5939 SUMMER FEEDING PROGRAM	200,000	-	200,000	-	200,000
<b>TOTAL FEDERAL RESOURCES</b>	<u>21,410,193</u>	<u>-</u>	<u>21,410,193</u>	<u>-</u>	<u>21,410,193</u>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<u>23,715,193</u>	<u>-</u>	<u>23,715,193</u>	<u>-</u>	<u>23,715,193</u>
<b>EXPENDITURES:</b>					
35 Food Services	21,162,462	(240,501)	20,921,961.32	(1,680)	20,920,281
36 Extra-Curricular Activities	-	-	0.00	-	-
51 Maintenance & Operations	799,015	240,501	1,039,515.68	1,680	1,041,196
81 Facilities	3,000,000	-	3,000,000.00	-	3,000,000
<b>TOTAL EXPENDITURES</b>	<u>24,961,477</u>	<u>0</u>	<u>24,961,477</u>	<u>-</u>	<u>24,961,477</u>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<u>24,961,477</u>	<u>0</u>	<u>24,961,477</u>	<u>-</u>	<u>24,961,477</u>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	(1,246,284)	(0)	(1,246,284)	-	(1,246,284)
<b>EST. BEGINNING FUND BALANCE</b>	<u>5,801,184</u>	<u>-</u>	<u>5,801,184</u>	<u>-</u>	<u>5,801,184</u>
<b>ENDING FUND BALANCE</b>	<u>4,554,900</u>	<u>(0)</u>	<u>4,554,900</u>	<u>-</u>	<u>4,554,900</u>

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

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5711 TAXES CURRENT YEAR	43,560,644	-	43,560,644	-	43,560,644
5712 DELINQUENT TAXES	100,000	-	100,000	-	100,000
5719 OTHER TAX RELATED REVENUE	-	-	-	-	-
TOTAL TAXES	43,660,644	-	43,660,644	-	43,660,644
<b>OTHER LOCAL REVENUE:</b>					
5742 INVESTMENT EARNINGS	-	-	-	-	-
5799 ISD-TNT ADJUSTMENT	-	-	-	-	-
TOTAL OTHER LOCAL SOURCES	-	-	-	-	-
TOTAL LOCAL RESOURCES	43,660,644	-	43,660,644	-	43,660,644
<b>STATE RESOURCES:</b>					
5829 TEA/NON-FOUNDATION REVENUE	546,520	-	546,520	-	546,520
TOTAL STATE RESOURCES	546,520	-	546,520	-	546,520
<b>TOTAL REVENUES</b>	<b>44,207,164</b>	<b>-</b>	<b>44,207,164</b>	<b>-</b>	<b>44,207,164</b>
<b>OTHER SOURCES :</b>					
7911 SALE OF BONDS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAYABLE	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<b>44,207,164</b>	<b>-</b>	<b>44,207,164</b>	<b>-</b>	<b>44,207,164</b>
<b>EXPENDITURES:</b>					
71 DEBT SERVICE	45,577,025	-	45,577,025	-	45,577,025
<b>TOTAL EXPENDITURES</b>	<b>45,577,025</b>	<b>-</b>	<b>45,577,025</b>	<b>-</b>	<b>45,577,025</b>
<b>OTHER USES :</b>					
8949 REFUNDING BONDS	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<b>45,577,025</b>	<b>-</b>	<b>45,577,025</b>	<b>-</b>	<b>45,577,025</b>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	<b>(1,369,861)</b>	<b>-</b>	<b>(1,369,861)</b>	<b>-</b>	<b>(1,369,861)</b>
<b>EST. BEGINNING FUND BALANCE</b>	<b>10,838,292</b>	<b>-</b>	<b>10,838,292</b>	<b>-</b>	<b>10,838,292</b>
<b>ENDING FUND BALANCE</b>	<b>9,468,431</b>	<b>-</b>	<b>9,468,431</b>	<b>-</b>	<b>9,468,431</b>

**CONSENT AGENDA**  
11/15/2021

**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 16, 2021. 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 Fernando Natividad
2. Dallas Central Appraisal District Supplement Recap for October
3. Supplement 03 to the 2021 tax roll
4. Supplement 14 to the 2020 tax roll
5. Supplement 27 to the 2019 tax roll
6. Supplement 39 to the 2018 tax roll
7. Supplement 51 to the 2017 tax roll
8. Supplement 63 to the 2016 tax roll
9. Comparison of the Budget to the Actual Tax Roll Spreadsheet

## MEMO

Date: November 15, 2021  
To: Fernando Natividad, Chief Financial Officer  
From: Cher Elzy, Director of Taxation  
Subject: October Supplement Reports

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Attached for your consideration is the October Supplement Reports.

Thank you.



**DALLAS CENTRAL APPRAISAL DISTRICT**

**SUPPLEMENT 10-2021**

**As of October 13, 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**

<b>Tax Year</b>	<b>Amount of</b>
<b>2021</b>	<b>69,878,757</b>
<b>2020</b>	<b>56,487,138-</b>
<b>2019</b>	<b>5,958,133-</b>
<b>2018</b>	<b>89,395</b>
<b>2017</b>	<b>2,541,467-</b>
<b>2016</b>	<b>35,269</b>

**Date : October 21, 2021**

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

2021 SUPPLEMENT NO. 03

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
\$ 43,211,980		\$ 79,463,335
<b>Total Additions</b>	<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 122,675,315	\$ (52,796,558)	\$ 69,878,757

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**Summary of Supplemental Change Report  
#1 through #3**

<b>Value</b>	<b>Reason</b>
\$ (55,220,748)	Exemptions and Value Changes
\$ 651,165,045	Total Additions
\$ 595,944,297	Net Total

**2020 SUPPLEMENT NO. 14**

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
\$ 0		\$ 0
<b>Total Additions</b>	<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 0	\$ (56,487,138)	\$ (56,487,138)

**Summary of Supplemental Change Report  
#1 through #14**

<b>Value</b>	<b>Reason</b>
\$ (172,774,713)	Exemptions and Value Changes
\$ 1,241,293,822	Total Additions
\$ 1,068,519,109	Net Total

2019 SUPPLEMENT NO. 27

<b>Real Property Additions</b>			<b>Personal Property Additions</b>
\$ 0			\$ 0
<b>Total Additions</b>		<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 0		\$ (5,958,133)	\$ (5,958,133)

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**Summary of Supplemental Change Report  
#1 through #27**

<b>Value</b>	<b>Reason</b>
\$ (266,837,798)	Exemptions and Value Changes
\$ 184,064,663	Total Additions
\$ (82,773,135)	Net Total

2018 SUPPLEMENT NO. 39

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
\$ 0		\$ 0
<b>Total Additions</b>	<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 0	\$ 89,395	\$ 89,395

**Summary of Supplemental Change Report  
#1 through #39**

<b>Value</b>	<b>Reason</b>
\$ (253,100,079)	Exemptions and Value Changes
\$ 92,404,285	Total Additions
\$ (160,695,794)	Net Total

2017 SUPPLEMENT NO. 51

<b>Real Property Additions</b>		<b>Personal Property Additions</b>	
\$ 0		\$ 0	
<b>Total Additions</b>		<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 0	\$ (2,541,467)	\$ (2,541,467)	

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**Summary of Supplemental Change Report  
#1 through #51**

<b>Value</b>	<b>Reason</b>
\$ (261,950,678)	Exemptions and Value Changes
\$ 116,230,132	Total Additions
\$ (145,720,546)	Net Total

**2016 SUPPLEMENT NO. 63**

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
0		\$ 0
 <b>Total Additions</b>	 <b>Supplemental Change Report</b>	 <b>Net Changes of Changes</b>
0	\$ 35,269	\$ 35,269

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**Summary of Supplemental Change Report  
#1 through #63**

<b>Value</b>	<b>Reason</b>
\$ (367,952,767)	Exemptions and Value Changes
\$ 88,989,355	Total Additions
\$ (278,963,412)	Net Total

**RECAP FOR OCTOBER SUPPLEMENT**

2021 SUPPLEMENT NO. 03	\$	69,878,757
2020 SUPPLEMENT NO. 14	\$	(56,487,138)
2019 SUPPLEMENT NO. 27	\$	(5,958,133)
2018 SUPPLEMENT NO. 39	\$	89,395
2017 SUPPLEMENT NO. 51	\$	(2,541,467)
2016 SUPPLEMENT NO. 63	\$	35,269

**FY 2021-2022  
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	<b>ORIGINAL BUDGET</b>	<b>CERTIFIED TAX ROLL</b>	<b>ROLLS 1 - 3</b>	<b>ADJUSTED<sup>y</sup> TAX ROLL</b>
NET TAXABLE VALUE	\$ 16,919,405,875	\$ 16,326,839,855	595,944,297	\$ 16,922,784,152
M & O LEVY (0.9390)	\$ 158,873,221	\$ 153,309,026	5,595,917	\$ 158,904,943
I & S LEVY (.2687)	\$ 45,462,444	\$ 43,870,219	1,601,302	\$ 45,471,521
TOTAL LEVY (1.2077)	\$ 204,335,665	\$ 197,179,245	7,197,219	\$ 204,376,464

<b>2020 SUPPLEMENT</b>	<b>TAXABLE VALUE</b>
SUPPLEMENT NO. 1	187,588,065
SUPPLEMENT NO. 2	338,477,475
SUPPLEMENT NO. 3	69,878,757

**TOTAL 595,944,297**

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	<u>-200,000,000</u>
NET GAIN (LOSS) TO TAX	795,944,297
LEVY GAIN (LOSS) M & O	7,473,917
LEVY GAIN (LOSS) I & S	<u>2,138,702</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	9,612,619

**FY 2020-2021  
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	<b>ORIGINAL BUDGET</b>	<b>CERTIFIED TAX ROLL</b>	<b>ROLLS 1 - 14</b>	<b>ADJUSTED TAX ROLL</b>
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,068,519,109	\$ 15,810,309,775
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	10,843,332	\$ 160,443,024
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	2,781,355	\$ 41,154,236
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	13,624,687	\$ 201,597,260

<b>2020 SUPPLEMENT</b>	<b>TAXABLE VALUE</b>
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
SUPPLEMENT NO. 11	-21,392,402
SUPPLEMENT NO. 12	-595,647
SUPPLEMENT NO. 13	-16,657,801
SUPPLEMENT NO. 14	-56,487,138

**TOTAL** **1,068,519,109**

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>1,268,519,109</u>

LEVY GAIN (LOSS) M & O	12,872,932
LEVY GAIN (LOSS) I & S	3,301,955
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>16,174,887</u>

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

	<b>ORIGINAL BUDGET</b>	<b>CERTIFIED TAX ROLL</b>	<b>ROLLS 1 - 27</b>	<b>ADJUSTED TAX ROLL</b>
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-82,773,135	\$ 14,429,593,800
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-853,391	\$ 148,769,112
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-226,881	\$ 39,551,517
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-1,080,272	\$ 188,320,629

<b>2019 SUPPLEMENT</b>	<b>TAXABLE VALUE</b>
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
SUPPLEMENT NO. 24	-474,911
SUPPLEMENT NO. 25	-275,359
SUPPLEMENT NO. 26	131,086
SUPPLEMENT NO. 27	-5,958,133

**TOTAL** **-82,773,135**

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2019 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>67,226,865</u>
LEVY GAIN (LOSS) M & O	693,109
LEVY GAIN (LOSS) I & S	184,269
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>877,378</u>

**FY 2018-2019  
COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 39	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 12,223,386,344	\$ 13,439,011,068	-160,695,794	\$ 13,278,315,274
M & O LEVY (1.17)	\$ 143,013,620	\$ 157,236,430	-1,880,141	\$ 155,356,289
I & S LEVY (.2311)	\$ 28,248,246	\$ 31,057,554	-371,368	\$ 30,686,186
TOTAL LEVY (1.4011)	171,261,866	188,293,984	-2,251,509	\$ 186,042,475

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

<b>SUPPLEMENT NO. 31</b>	<b>29,769</b>
<b>SUPPLEMENT NO. 32</b>	<b>27,314</b>
<b>SUPPLEMENT NO. 33</b>	<b>-7,669</b>
<b>SUPPLEMENT NO. 34</b>	<b>-49,124</b>
<b>SUPPLEMENT NO. 35</b>	<b>-24,788</b>
<b>SUPPLEMENT NO. 36</b>	<b>-160,783</b>
<b>SUPPLEMENT NO. 37</b>	<b>0</b>
<b>SUPPLEMENT NO. 38</b>	<b>-25,000</b>
<b>SUPPLEMENT NO. 39</b>	<b>89,395</b>

**TOTAL** **-160,695,794**

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2018 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>-10,695,794</u>
LEVY GAIN (LOSS) M & O	-125,141
LEVY GAIN (LOSS) I & S	-24,718
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>-149,859</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 51	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 11,096,312,115	\$ 12,178,979,842	-145,720,546	\$ 12,033,259,296
M & O LEVY (1.17)	\$ 129,826,852	\$ 142,494,064	-1,704,930	\$ 140,789,134
I & S LEVY (.2614)	\$ 29,005,833	\$ 31,835,853	-380,914	\$ 31,454,939
TOTAL LEVY (1.4314)	\$ 158,832,685	\$ 174,329,917	-2,085,844	\$ 172,244,073

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
SUPPLEMENT NO. 48	8,756
SUPPLEMENT NO. 49	0
SUPPLEMENT NO. 50	0
SUPPLEMENT NO. 51	-2,541,467

**TOTAL -145,720,546**

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2017 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>4,279,454</u>
LEVY GAIN (LOSS) M & O	50,070
LEVY GAIN (LOSS) I & S	<u>11,186</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	61,256

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

	<b>ORIGINAL BUDGET</b>	<b>CERTIFIED TAX ROLL</b>	<b>ROLLS 1 - 63</b>	<b>ADJUSTED TAX ROLL</b>
NET TAXABLE VALUE	\$ 10,971,091,578	\$ 11,594,095,283	-278,963,412	\$ 11,315,131,871
M & O LEVY (1.17)	\$ 114,099,352	\$ 120,578,591	-3,263,872	\$ 117,314,719
I & S LEVY (.2750)	\$ 44,432,921	\$ 46,956,086	-767,149	\$ 46,188,937
TOTAL LEVY (1.445)	\$ 158,532,273	\$ 167,534,677	-4,031,021	\$ 163,503,656

<b>2016 SUPPLEMENT</b>	<b>TAXABLE VALUE</b>
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
SUPPLEMENT NO. 60	-12,500
SUPPLEMENT NO. 61	0
SUPPLEMENT NO. 62	0
SUPPLEMENT NO. 63	35,269

**TOTAL** -278,963,412

\* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2016 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>-128,963,412</u>
LEVY GAIN (LOSS) M & O	-1,508,872
LEVY GAIN (LOSS) I & S	<u>-354,649</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	-1,863,521

## 2021 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1000 EAST AIRPORT FREEWAY LLC	\$ 9,752,100	REAL
1111 TDS APARTMENTS LLC	\$ 18,750,000	REAL
14800 LANDMARK LLC	\$ 10,662,790	REAL
2325 STEMMONS HOTEL PTNRS LLC	\$ 7,500,000	REAL
250 290 B&C LLC	\$ 32,980,000	REAL
250 290 B&C LLC	\$ 16,478,860	REAL
250 290 B&C LLC	\$ 18,540,360	REAL
2929 PARK GROVE VNTRE LTD	\$ 14,336,450	REAL
2929 PARK GROVE VNTRE LTD	\$ 1,003,550	REAL
2ML REAL ESTATE INTEREST INC	\$ 1,390,000	REAL
4303 MARIPOSA DRIVE LLC	\$ 7,480,000	REAL
4409 MONTROSE LTD	\$ 17,600,000	REAL
89 H A S HOTEL CORP	\$ 950,000	REAL
ABF FREIGHT SYSTEM INC	\$ 8,302,500	REAL
ADDISON HOTELS LP	\$ 4,257,250	REAL
ADDISON STONE LLC	\$ 1,408,150	REAL
AGAS VENTURES	\$ 148,200	REAL
AGAS VENTURES	\$ 136,980	REAL
AGAS VENTURES	\$ 145,280	REAL
AGAS VENTURES	\$ 156,980	REAL
AGAS VENTURES	\$ 170,630	REAL
AGAS VENTURES	\$ 164,780	REAL
AGAS VENTURES	\$ 189,640	REAL
AGAS VENTURES	\$ 139,290	REAL
AGAS VENTURES	\$ 123,890	REAL
AGAS VENTURES	\$ 170,670	REAL
AGAS VENTURES	\$ 126,750	REAL
AGAS VENTURES	\$ 200,780	REAL
AGAS VENTURES	\$ 175,500	REAL
AGAS VENTURES	\$ 152,100	REAL
AGAS VENTURES	\$ 136,500	REAL
AGAS VENTURES	\$ 120,900	REAL
AGAS VENTURES	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,000,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 102,417,090	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,659,010	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,620,610	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,303,290	REAL

AIGRE TX HOTEL LAS COLINAS OWNER LLC	\$	6,700,000	REAL
ALAMO DRAFTHOUSE CINEMA	\$	730,000	PERSONAL
ALC APARTMENTS LLC	\$	48,750,000	REAL
ALESIO GARDEN &	\$	104,420,000	REAL
ANGEL HOSPITALITY VIII LLC	\$	4,440,000	REAL
ANGEL HOSPITALITY VIII LLC	\$	1,083,600	REAL
AREA/EY WFT LLC	\$	8,600,000	REAL
ASHER PARK IRVING LP	\$	21,750,000	REAL
BELTLINE & GRANDE LTD	\$	11,000,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	2,940,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	695,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	7,615,000	REAL
BHP INVESTMENTS CO	\$	2,300,000	REAL
BLVD AL LP THE	\$	1,437,890	REAL
BRE KNIGHT SH TX OWNER LLC	\$	3,910,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$	1,390,000	REAL
BREIT INDUSTRIAL CANYON TX	\$	115,390	REAL
BREIT INDUSTRIAL CANYON TX	\$	10,018,430	REAL
BUDHWANI & VIRANI INC	\$	2,025,000	REAL
CARE INN	\$	15,300,000	REAL
CAROLYN PROPERTY OWNER LP	\$	57,720,000	REAL
CASTLE CROWN PROPERTIES	\$	4,750,000	REAL
CEDAR CREST OF IRVING LLC	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	4,186,480	REAL
CFT NV DEVELOPMENTS LLC	\$	815,000	REAL
CHALET APARTMENTS LLC	\$	21,434,000	REAL
CHATHEAU AT WILDBRIAR LP	\$	14,000,000	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
COLINAS RANCH APARTMENTS	\$	13,598,880	REAL
COLUMBIA PROPERTIES	\$	25,000,000	REAL
COP ENTERPRISES	\$	200,830	REAL
COP ENTERPRISES	\$	99,280	REAL
COP ENTERPRISES	\$	99,280	REAL
COP ENTERPRISES	\$	89,380	REAL
COP ENTERPRISES	\$	99,280	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	7,665,000	REAL
CP II CRESTVIEW LP	\$	35,200,000	REAL
CRAWFORD ELECTRIC SUPPLY LTD	\$	510,870	PERSONAL
CRESTVIEW STONEHILL LLC	\$	19,000,000	REAL
CROSSINGSATIRVING RUBY	\$	13,450,000	REAL
CROWN ENTERPRISES INC	\$	5,946,820	REAL
CVS	\$	1,785,000	REAL

CVS	\$	1,734,000	REAL
CVS AS LESSEE	\$	1,973,410	REAL
CVS AS LESSEE	\$	2,240,740	REAL
D L PETERSON TRUST I	\$	4,517,150	PERSONAL
DALLAS METRO APARTMENTS LLC	\$	3,800,000	REAL
DELUJO EL MOROCCO LLC	\$	9,345,000	REAL
DENNIS D TOPLETZ	\$	152,950	REAL
DENNIS D TOPLETZ	\$	130,330	REAL
DENNIS D TOPLETZ	\$	638,060	REAL
DENNIS D TOPLETZ	\$	616,930	REAL
DENNIS D TOPLETZ	\$	442,410	REAL
DENNIS D TOPLETZ	\$	205,000	REAL
DENNIS D TOPLETZ	\$	205,290	REAL
DENNIS D TOPLETZ	\$	183,380	REAL
DENNIS D TOPLETZ	\$	197,640	REAL
DENNIS D TOPLETZ	\$	166,400	REAL
DENNIS D TOPLETZ	\$	177,240	REAL
DENNIS D TOPLETZ	\$	223,150	REAL
DENNIS D TOPLETZ	\$	177,060	REAL
DENNIS D TOPLETZ	\$	398,370	REAL
DENNIS D TOPLETZ	\$	145,000	REAL
DENNIS D TOPLETZ	\$	176,120	REAL
DENNIS D TOPLETZ	\$	238,730	REAL
DENNIS D TOPLETZ	\$	170,010	REAL
DENNIS D TOPLETZ	\$	185,310	REAL
DENNIS D TOPLETZ	\$	182,010	REAL
DENNIS D TOPLETZ	\$	190,650	REAL
DENNIS D TOPLETZ	\$	171,000	REAL
DENNIS D TOPLETZ	\$	181,630	REAL
DENNIS D TOPLETZ	\$	195,380	REAL
DENNIS D TOPLETZ	\$	166,050	REAL
DENNIS D TOPLETZ	\$	161,140	REAL
DENNIS D TOPLETZ	\$	153,050	REAL
DENNIS D TOPLETZ	\$	181,630	REAL
DENNIS D TOPLETZ	\$	173,820	REAL
DENNIS D TOPLETZ	\$	177,970	REAL
DENNIS D TOPLETZ	\$	174,430	REAL
DENNIS D TOPLETZ	\$	200,580	REAL
DENNIS D TOPLETZ	\$	196,560	REAL
DENNIS D TOPLETZ	\$	203,630	REAL
DENNIS D TOPLETZ	\$	1,087,140	REAL
DENNIS D TOPLETZ	\$	457,970	REAL
DEVA CORPORATION	\$	4,050,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	11,160,000	REAL

DFW RESORTS LLC	\$	6,100,000	REAL
DK CREST OWNER LLC	\$	57,510,000	REAL
DRIVER RE IRVING LLC	\$	5,785,570	REAL
DSJR LLC	\$	5,318,000	REAL
EAGLE CREST BORROWER LLC	\$	25,878,450	REAL
EAGLE CREST BORROWER LLC	\$	18,712,110	REAL
EBEX IRVING APARTMENTS LLC	\$	12,250,000	REAL
EL PRIMERO EXPRESS LP	\$	3,375,000	REAL
ELEMENT FLEET CORPORATION	\$	369,610	PERSONAL
ESTRADA REVO LLC &	\$	20,100,000	REAL
EX DALLAS LP	\$	45,500,000	REAL
EX DALLAS LP	\$	7,629,260	REAL
EX DALLAS LP	\$	370,740	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	PERSONAL
FPG THE POINT LP	\$	50,800,000	REAL
FREO TEXAS LLC	\$	237,080	REAL
FREO TEXAS LLC	\$	201,510	REAL
FREO TEXAS LLC	\$	174,750	REAL
FREO TEXAS LLC	\$	147,590	REAL
FREO TEXAS LLC	\$	205,860	REAL
GELCO FLEET TRUST	\$	4,090,320	PERSONAL
GEP SILVERTON LLC	\$	22,000,000	REAL
GEP VANDERBILT LLC	\$	12,856,000	REAL
HAMPTON/AIRPORT FREEWAY JOINT	\$	1,850,000	REAL
HCD DALLAS CORPORATION	\$	800,000	REAL
HCD DALLAS CORPORATION	\$	30,150,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	REAL
HERTZ CORP	\$	13,113,420	PERSONAL
HKRK MGNT INC	\$	2,275,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$	53,500,000	REAL
IMV GROUP LLC	\$	155,560	REAL
IMV GROUP LLC	\$	901,740	REAL
IMV GROUP LLC	\$	167,260	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
IMV GROUP LLC	\$	91,860	REAL
INTERGERMAN SUMMER GATE LP	\$	13,650,000	REAL

INTREPID HOLDINGS	\$	3,586,730	REAL
IRVING 4600 WEST PIONEER	\$	34,272,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	2,324,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	4,480,000	REAL
IRVING LODGING LLC	\$	5,500,000	REAL
ISA HOSPITALITY INC	\$	1,995,000	REAL
JAHCO FAIR OAKS LP	\$	7,050,000	REAL
JARS HEIGHTS 79 LLC	\$	2,720,000	REAL
JARS HEIGHTS 79 LLC	\$	1,020,000	REAL
JARS HEIGHTS 79 LLC	\$	1,632,000	REAL
JASAN LLC	\$	3,200,230	REAL
JDFW II LLC	\$	71,000,000	REAL
JDFW LLC	\$	52,000,000	REAL
KIMBERLY CLARK CORP	\$	9,000,000	REAL
KROGER TEXAS LP	\$	10,600,000	REAL
LADERA RANCH LLC	\$	21,500,000	REAL
LAKE WORTH HOTEL CORP	\$	3,650,000	REAL
LAKERIDGE REALTY LP	\$	310,140	REAL
LAKERIDGE REALTY LP	\$	9,052,500	REAL
LAKERIDGE REALTY LP	\$	7,639,860	REAL
LAS COLINAS I HOLDCO LP	\$	83,950,000	REAL
LAS COLINAS II HOLDCO LP	\$	46,300,000	REAL
LAS COLINAS SURGERY	\$	1,600,000	REAL
LEGACY REI GROUP SA LLC	\$	8,972,740	REAL
LEGACY REI GROUP SA LLC	\$	3,232,820	REAL
LEGACY REI GROUP SP LLC	\$	17,933,000	REAL
LEGACY REI GROUP VF LLC	\$	10,898,000	REAL
LOWEN TRINITY MILLS	\$	197,830	REAL
LOWEN TRINITY MILLS	\$	7,715,780	REAL
LPD REALTY LLC	\$	12,300,000	REAL
MAA ALLOY LLC	\$	47,500,000	REAL
MAA TANC LLC	\$	37,800,000	REAL
MACARTHUR PLACE BORROWER LLC	\$	17,538,460	REAL
MACARTHUR PLACE BORROWER LLC	\$	20,461,540	REAL
MACY'S RETAIL HOLDINGS LLC	\$	2,822,470	PERSONAL
MALL GROUND PORTFOLIO LLC	\$	38,155,140	REAL
MALL GROUND PORTFOLIO LLC	\$	1,650,000	REAL
MALL GROUND PORTFOLIO LLC	\$	4,700,000	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	REAL
MARABELLA APARTMENTS LP	\$	26,253,610	REAL
MARABELLA APARTMENTS LP	\$	23,496,390	REAL
MEDIEVAL TIMES	\$	1,627,000	PERSONAL
MERRICK BUSINESS PARK LLC	\$	4,423,500	REAL

MERRICK BUSINESS PARK LLC	\$	1,434,100	REAL
METROPLEX PLAZA LP	\$	3,752,500	REAL
METROPLEX PLAZA LP	\$	2,362,500	REAL
METROPLEX PLAZA LP	\$	4,635,000	REAL
MNSF II ACQUISITIONS LLC	\$	165,910	REAL
MNSF II ACQUISITIONS LLC	\$	195,020	REAL
MNSF II ACQUISITIONS LLC	\$	222,430	REAL
MNSF II ACQUISITIONS LLC	\$	227,990	REAL
MNSF II ACQUISITIONS LLC	\$	203,000	REAL
MPG TEXAS 1 LLC	\$	9,520,000	REAL
NEPTUNE VENTURES LLC	\$	280,000	REAL
NEPTUNE VENTURES LLC	\$	196,600	REAL
NEPTUNE VENTURES LLC	\$	251,650	REAL
NEPTUNE VENTURES LLC	\$	192,210	REAL
NEPTUNE VENTURES LLC	\$	254,930	REAL
NEPTUNE VENTURES LLC	\$	181,930	REAL
NEPTUNE VENTURES LLC	\$	179,000	REAL
NEPTUNE VENTURES LLC	\$	202,050	REAL
NEPTUNE VENTURES LLC	\$	258,990	REAL
NEPTUNE VENTURES LLC	\$	226,530	REAL
NEPTUNE VENTURES LLC	\$	194,150	REAL
NEPTUNE VENTURES LLC	\$	217,730	REAL
NEPTUNE VENTURES LLC	\$	204,080	REAL
NEPTUNE VENTURES LLC	\$	200,940	REAL
NORTHGATE CARI LLC &	\$	16,500,000	REAL
NORTHWEST PARK ASSOC	\$	5,273,440	REAL
NORTHWEST PARK ASSOC	\$	8,226,560	REAL
OMNINET FOXBOROUGH LP	\$	9,349,910	REAL
OMNINET FOXBOROUGH LP	\$	23,015,170	REAL
PACIFIC PLATINUM TRUST	\$	555,310	REAL
PAR CAPITAL 122 WEST LLC	\$	27,882,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	REAL
PARMA MANDALAY TOWER LLC	\$	38,000,000	REAL
PARRISH HARE ELECTRIC SUPPLY CORP	\$	15,469,580	PERSONAL
PATEL RAMAN	\$	1,450,000	REAL
PECAN VILLAGE APARTMENTS	\$	1,477,510	REAL
PECAN VILLAGE APARTMENTS	\$	1,704,820	REAL
PERFECT & COMFORT LIVING LLC	\$	3,200,000	REAL
PERFECT AND MODERN TEAM LLC	\$	2,332,000	REAL
POLO SANTIAGO	\$	4,600,000	REAL
POST MONTORO LLC	\$	26,259,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	51,832,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	73,775,000	REAL

PRIME US TOWER AT LAKE CAROLYN LLC	\$	61,500,000	REAL
PROGRESS RESIDENTIAL	\$	168,600	REAL
PROGRESS RESIDENTIAL	\$	170,510	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$	31,000,000	REAL
RACETRAC PETROLEUM INC	\$	429,820	PERSONAL
RACETRAC PETROLEUM INC	\$	1,750,000	REAL
RACETRAC PETROLEUM INC	\$	2,315,310	REAL
RACETRAC PETROLEUM INC	\$	457,820	REAL
RACETRAC PETROLEUM INC	\$	382,310	REAL
RAVEN SURROUND LLC	\$	26,500,000	REAL
RESIDENCES NORTHGATE LLC	\$	28,233,600	REAL
ROCHELLE PLACE L P	\$	7,500,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	56,250,000	REAL
RUSTIC RIDGE IRVING LP	\$	15,000,000	REAL
RYDER TRUCK RENTAL INC	\$	2,440,720	PERSONAL
SANDLIAN COLBY B & G B REV TR &	\$	2,600,000	REAL
SAVOY DALLAS HOTELS LLC	\$	5,481,350	REAL
SEDONA PARK APARTMENTS LLC	\$	24,880,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	8,900,000	REAL
SPANISH HAVEN REDEVELOPMT	\$	9,067,030	REAL
STAINBACK RAYMOND F JR	\$	4,410,970	REAL
SUN LIFE INSURANCE CO OF CANADA	\$	34,178,320	REAL
TARGET CORPORATION AS OWNER	\$	5,523,470	REAL
TEXAS FLORIDA CEDARS LP	\$	8,651,960	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$	34,000,000	REAL
TMIF II BRIDGEPORT LP	\$	26,250,000	REAL
TP APARTMENTS LLC	\$	5,415,830	REAL
TP APARTMENTS LLC	\$	2,063,170	REAL
TR ATRIUM LP	\$	14,215,000	REAL
TR ATRIUM LP	\$	7,215,000	REAL
TRELLIS PLACE DUPLEXES LTD	\$	14,428,000	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	24,000,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	18,525,000	REAL
WALGREENS CO AS OWNER	\$	2,293,980	REAL
WALGREENS CO AS OWNER	\$	1,376,640	REAL
WALGREENS CO AS OWNER	\$	2,351,530	REAL
WALNUT HILL TX PARTNERS LLC	\$	51,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	17,750,000	REAL
WESTDALE LAKERIDGE	\$	15,950,000	REAL
WESTDALE POLARIS PARTNERS	\$	13,400,000	REAL
WESTDALE PPTIES AMERICA I	\$	15,850,000	REAL
WESTDALE WOODMEADE LTD	\$	23,700,000	REAL
WESTGATE MULTIFAMILY LLC	\$	4,358,000	REAL
WESTGATE MULTIFAMILY LLC	\$	3,988,000	REAL

WESTGATE MULTIFAMILY LLC	\$	23,524,000	REAL
WESTGATE MULTIFAMILY LLC	\$	10,130,000	REAL
WOODSIDE VILLAS IRVING LLC	\$	13,000,000	REAL
WOODWIND APARTMENTS	\$	5,193,000	REAL
WOODWIND APARTMENTS	\$	400,000	REAL
WWC XLV LP	\$	59,000,000	REAL
<b>TOTAL</b>	\$	<b>3,211,356,520</b>	

## 2021 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
NEWPORT APARTMENTS PROPERTY OWNER	\$ 24,147,200	\$ 21,000,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$ 12,252,330	\$ 12,252,330	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$ 151,682,670	\$ 123,247,670	REAL
RACETRAC PETROLEUM INC	\$ 563,900	\$ 301,100	PERSONAL
RAYO LLC	\$ 4,800,000	\$ 3,750,000	REAL
RAYO LLC	\$ 4,897,600	\$ 3,750,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$ 9,500,000	\$ 8,475,000	REAL
TCI 600 LAS COLINAS INC	\$ 80,837,780	\$ 74,750,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$ 14,400,000	\$ 12,960,000	REAL
WOODCHASE & CLARENDON APTS LLC	\$ 15,388,870	\$ 12,270,670	REAL
WOODCHASE & CLARENDON APTS LLC	\$ 5,931,130	\$ 4,729,330	REAL
<b>TOTAL</b>	<b>\$ 324,401,480</b>	<b>\$ 277,486,100</b>	

## 2020 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,200,000	REAL
2013B PPTY OWNER LLC	\$ 226,370	REAL
2018 1 IH BORROWER LP	\$ 215,900	REAL
2018 1 IH BORROWER LP	\$ 223,050	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
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
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
BREIT INDUSTRIAL CANYON TX1B01-B02	\$ 8,306,930	REAL
BUDHWANI & VIRANI INC	\$ 2,200,000	REAL
CARE INN	\$ 15,900,000	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
CLAY COOLEY VOLKSWAGEN	\$ 361,730	PERSONAL
CNC INVESTMENTS	\$ 5,295,260	REAL
CNC INVESTMENTS	\$ 10,454,740	REAL
CPLG TX PROPERTIES LLC	\$ 8,435,000	REAL
CROSS COURT REALTY LLC	\$ 936,000	REAL
CTCRV LLC &	\$ 12,275,000	REAL
CVS AS LESSEE	\$ 1,934,720	REAL
DALLAS METRO APARTMENTS LLC	\$ 3,250,000	REAL

DFW AIRPORT HOSPITALITY	\$	6,525,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	REAL
EL PRIMERO EXPRESS LP	\$	4,000,000	REAL
FIREBIRD SFE I LLC	\$	435,000	REAL
FPG THE POINT LP	\$	52,945,000	REAL
FREPORT REGENT LLC	\$	12,000,000	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 LODGING LLC	\$	6,350,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,875,000	REAL
JAHCO SPRING CREEK LLC	\$	7,200,000	REAL
JASAN LLC	\$	3,200,230	REAL
LADERA RANCH LLC	\$	19,850,000	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
MONTFORT ALPHA JV	\$	11,500,000	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 RAMAN	\$	1,450,000	REAL
PBH VALLEY CREEK LLC	\$	31,500,000	REAL
PERFECT & COMFORT LIVING LLC	\$	3,097,000	REAL
PERFECT AND MODERN TEAM LLC	\$	1,950,000	REAL
POST MONTORO LLC	\$	23,845,000	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
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
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
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
URBAN TOWNE LAKE APARTMENTS LP	\$	22,000,000	REAL
VAT CROSSROADS LLC	\$	14,000,000	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,500,000	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
WOODLAND RIDGE POE LLC	\$	10,883,330	REAL
WOODLAND RIDGE POE LLC	\$	21,766,670	REAL
WOODSIDE VILLAS IRVING LLC	\$	12,250,000	REAL

<b>TOTAL</b>		<b>1,556,061,570</b>	
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## 2020 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 7,400,000	\$ 7,100,000	REAL
168 REALTY GROUP III LLC	\$ 4,363,010	\$ 3,977,740	REAL
168 REALTY GROUP III LLC	\$ 5,436,990	\$ 4,822,260	REAL
2325 STEMMONS HOTEL PARTNERS LLC	\$ 8,900,000	\$ 8,800,000	REAL
250 290 B&C LLC	\$ 34,000,000	\$ 32,000,000	REAL
250 290 B&C LLC	\$ 17,000,000	\$ 16,100,000	REAL
250 290 B&C LLC	\$ 19,250,000	\$ 17,700,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 48,850,000	\$ 47,250,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	\$ 1,000,000	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
AREA/EY WFT LLC	\$ 8,600,000	\$ 7,800,000	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
BLVD AL LP THE	\$ 1,341,440	\$ 1,320,000	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
COLUMBIA PROPERTIES	\$	33,600,000	\$	28,250,000	REAL
CP 511 BUILDING LLC	\$	19,400,000	\$	19,000,000	REAL
CP II CRESTVIEW LP	\$	36,500,000	\$	35,550,000	REAL
CREEKWOOD APTS LLC	\$	18,300,000	\$	17,050,000	REAL
CRESTVIEW STONEHILL LLC	\$	17,274,590	\$	15,800,000	REAL
CROSSINGS AT IRVING RUBY	\$	12,200,000	\$	10,732,800	REAL
CVS AS LESSEE	\$	1,958,840	\$	1,700,000	REAL
CVS AS LESSEE	\$	2,006,410	\$	1,750,000	REAL
CVS AS LESSEE	\$	2,039,100	\$	1,900,000	REAL
D L PETERSON TRUST I	\$	5,081,060	\$	4,596,400	PERSONAL
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
DAVIS MOTOR CRANE SERVICE INC	\$	37,163,370	\$	28,509,100	PERSONAL
DAYTON HUDSON CORP	\$	5,523,470	\$	5,523,470	REAL
DEVA CORPORATION	\$	4,300,000	\$	4,016,850	REAL
DK CREST OWNER LLC	\$	62,000,000	\$	56,000,000	REAL
EBEX IRVING APARTMENTS LLC	\$	9,600,000	\$	9,000,000	REAL
ELEMENT FLEET CORPORATION	\$	468,830	\$	391,420	PERSONAL
ELEMENT FLEET CORPORATION	\$	4,834,890	\$	4,834,890	PERSONAL
ESTRADA REVO LLC &	\$	18,970,000	\$	17,775,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	\$	1,366,280	PERSONAL
GEP SILVERTON LLC	\$	21,115,000	\$	19,400,000	REAL
GEP VANDERBILT LLC	\$	11,950,000	\$	11,000,000	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
IRVING CENTAL PLACE LLC	\$	1,850,000	\$	1,797,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	1,700,000	\$	1,550,000	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
KROGER TEXAS LP	\$	10,600,000	\$	10,600,000	REAL
KROGER TEXAS LP	\$	1,488,980	\$	1,440,000	REAL
KROGER TEXAS LP	\$	939,090	\$	939,090	REAL
KROGER TEXAS LP	\$	3,942,150	\$	3,942,150	REAL
KROGER TEXAS LP	\$	1,741,790	\$	1,690,000	REAL

KROGER TEXAS LP	\$	758,210	\$	758,210	REAL
LAKE WORTH HOTEL CORP	\$	4,722,750	\$	4,260,000	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
MONTERRA APARTMENTS LP	\$	39,000,000	\$	37,900,000	REAL
MOTTS LLP	\$	85,323,730	\$	72,269,810	PERSONAL
MPG TEXAS 1 LLC	\$	8,500,000	\$	7,750,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	22,100,000	\$	19,000,000	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 HASU	\$	337,700	\$	268,900	REAL
PATEL MADAN &	\$	983,680	\$	940,000	REAL
PBH VALLEY RIDGE LLC	\$	33,000,000	\$	32,000,000	REAL
PCPI UT OWNER LP	\$	12,252,330	\$	12,252,330	REAL
PCPI UT OWNER LP	\$	151,682,670	\$	124,987,670	REAL
PL LASCO OWNER LLC	\$	76,500,000	\$	69,500,000	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
PRIME US TOWER AT LAKE CAROLYN LLC	\$	63,975,000	\$	59,000,000	REAL
PURPLE GALAXY REAL ESTATE LLC	\$	2,360,000	\$	2,130,000	REAL
RACETRAC PETROLEUM INC	\$	420,900	\$	352,400	PERSONAL
RACETRACK PETROLEUM	\$	563,900	\$	333,300	PERSONAL
RAMSEY LUTHER H	\$	1,612,000	\$	1,500,000	REAL
RAVEN SURROUND LLC	\$	23,250,000	\$	22,000,000	REAL
RAYO LLC	\$	3,500,000	\$	3,050,000	REAL
RAYO LLC	\$	3,500,000	\$	3,050,000	REAL
ROCHELLE PLACE L P	\$	7,467,600	\$	6,775,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	8,250,000	\$	7,425,000	REAL
SAIBABA DFW LODGING LLC	\$	4,543,000	\$	4,210,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	10,800,000	\$	10,250,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	6,664,970	\$	6,000,000	REAL
SPARTRA LLC	\$	6,130,000	\$	5,450,000	REAL
SPRINT UNITED MGMT CO	\$	17,000,000	\$	11,000,000	REAL
SUN HOLDINGS INC	\$	126,730	\$	107,720	PERSONAL
SUN HOLDINGS INC	\$	135,060	\$	114,800	PERSONAL

SUN HOLDINGS INC	\$	192,500	\$	163,630	PERSONAL
SUN HOLDINGS INC	\$	123,570	\$	105,030	PERSONAL
TARGET CORP	\$	3,374,500	\$	2,868,330	PERSONAL
TCI 600 LAS COLINAS INC	\$	83,285,000	\$	74,750,000	REAL
UNITED RENTALS AS LESSEE	\$	4,903,040	\$	4,000,000	REAL
VALLEY VIEW OWNER LLC	\$	16,047,720	\$	14,500,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	16,000,000	\$	14,500,000	REAL
WALGREEN CO	\$	2,249,000	\$	2,141,900	REAL
WALGREEN CO	\$	2,305,420	\$	2,195,640	REAL
WALGREEN CO	\$	1,349,650	\$	1,285,380	REAL
WALMART REAL ESTATE	\$	10,596,130	\$	10,596,130	REAL
WATER STREET OCONNOR LP	\$	77,250,000	\$	75,250,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	13,750,000	\$	12,562,500	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	15,750,000	\$	15,000,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,500,000	\$	13,700,000	REAL
WESTDALE LAKERIDGE	\$	14,000,000	\$	13,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	12,800,000	\$	11,630,000	REAL
WESTDALE WOODMEADE LTD	\$	21,000,000	\$	20,000,000	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
WOODCHASE & CLARENDON	\$	13,950,000	\$	11,088,460	REAL
WOODCHASE & CLARENDON	\$	5,550,000	\$	4,411,540	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
<b>TOTAL</b>	\$	<b>2,402,588,290</b>	\$	<b>2,201,762,150</b>	

## 2019 ACTIVE LAWSUITS

<b>OWNERS NAME</b>	<b>DCAD VALUE</b>	<b>TYPE OF PROPERTY</b>
2929 PARK GROVE VNTRE LTD	\$ 10,008,250	REAL
2929 PARK GROVE VNTRE LTD	\$ 691,750	REAL
NORTHGATE CAPRI LLC & PROVIDENT GROUP IRVING PROPERTIES LLC	\$ 14,893,690	REAL
RANDALLS FOOD DRUG & LP	\$ 51,505,760	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$ 4,025,000	REAL
	\$ 17,809,240	REAL
<b>TOTAL</b>	<b>98,933,690</b>	

## 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
BELTLINE VILLAGE PARTNERS	\$ 127,200,000	\$ 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 I	\$	1,142,580	\$	988,330	PERSONAL
CHARTER COMMUNICATIONS TIME WARNER I	\$	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 CORPORATION	\$	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
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 I	\$	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	\$	130 457,820	\$	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
SPRINT UNITED MGMT CO	\$	17,000,000	\$	11,000,000	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
STEEL MACHINERY MANUFACTURING CO LLC	\$	5,984,340	\$	5,375,000	PERSONAL
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	\$	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
<b>TOTAL</b>	\$	<b>2,869,019,320</b>	\$	<b>2,629,959,560</b>	

## 2018 ACTIVE LAWSUITS

<b>OWNERS NAME</b>	<b>DCAD VALUE</b>	<b>TYPE OF PROPERTY</b>
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
<b>TOTAL</b>	<b>\$ 11,138,940</b>	

## 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
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	*
CONNS 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	
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	*
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	
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	
US 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	
WALMART REAL ESTATE	\$	11,172,710	\$	10,742,990	REAL	



## 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	
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	
DCT ROYAL LANE LLC	\$ 14,238,820	\$ 4,010,000	REAL	

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
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
J&J LOTT IRVING LLC	\$ 27,769,510	\$ 27,000,000	REAL
JACK IN THE BOX INC	\$ 14,216,390	\$ 194,750	PERSONAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
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
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
RAVI PATEL	\$ 953,680	\$ 870,000	REAL
RAYO LLC	\$ 2,050,000	\$ 1,850,000	REAL
RAYO LLC	\$ 1,850,000	\$ 1,850,000	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
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
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

<b>OWNERS NAME</b>	<b>DCAD</b>	<b>SETTLED</b>	<b>TYPE OF</b>
	<b>VALUE</b>	<b>VALUE</b>	<b>PROPERTY</b>
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 *
<b>TOTAL</b>	<b>\$ 2,078,291,640</b>	<b>\$ 1,865,173,635</b>	

CONSENT AGENDA ITEM  
11/15/2021

**TOPIC:** Consider Approval of 2021-2022 Campus Improvement Plans and Targeted Improvement Plan

**SUBMITTED BY:** Sheila Peragine, Executive Director of Elementary Schools  
Ahna Gomez, Executive Director of Secondary Schools

**BACKGROUND:** Campuses designated as needing comprehensive support are required to develop a targeted improvement plan submitted for board approval and submitted to TEA. (TEC §39.101)

The Texas Education Code (TEC §11.253) requires each principal and campus decision-making team to develop, review annually, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations.

**ADMINISTRATIVE RECOMMENDATION:** The administration recommends approval of submitted 2021-2022 Targeted Improvement Plan for Good Elementary and approval of 2021-2022 Campus Improvement Plans for all campuses.

**RECOMMENDED BOARD MOTION:** I move the Board of Trustees approve submitted 2021-2022 targeted improvement plan for Good Elementary and all Campus Improvement Plans for the 2021-2022 school year.



IRVING<sup>147</sup>

INDEPENDENT SCHOOL DISTRICT

# Identification of Schools for Improvement

## Overview

To align identification of schools for improvement with the state's accountability system, TEA utilizes the Closing the Gaps (CTG) domain performance to identify comprehensive, targeted, and additional targeted support and improvement schools.

Due to COVID-19, all districts and schools received a label of *Not Rated: Declared State of Disaster*. Campuses will keep the same accountability rating from 2018-2019.

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Irving ISD has one campus identified as ***Comprehensive Support and Improvement***.

All Campus Improvement Plans may be found in the school's website.

# Identification of Schools for Improvement

## Comprehensive Support and Improvement Identification

The Closing the Gaps domain scaled score is used to identify schools for comprehensive support and improvement. TEA rank orders the scaled domain score for all campuses. The lowest five percent of campuses that receive Title I, Part A funds are identified for comprehensive support and improvement.

Any Title I campus identified for targeted support and improvement for **three consecutive years** for the same student group (s) is identified for comprehensive support and improvement the following school year.

November 15, 2021

## Targeted Support and Improvement Identification

TEA uses the Closing the Gaps domain to identify campuses that have consistently underperforming student groups.

A student group that misses the targets in at least the same **three** indicators, for **three consecutive years**, is “considered underperforming.”

Any campus not identified for comprehensive support and improvement that has at least one consistently <sup>149</sup> underperforming student group is identified for **targeted support** and improvement. Normally, campuses are evaluated annually for identification. This year, every campus kept their accountability rating from 2018-2019.

Exhibit III-A #5

# Good Elementary School

## Campus Rating: B

Good Elementary School is a comprehensive support and improvement progress school.

This area is addressed with specific strategies for improvement in the Targeted Improvement Plan (TIP), required by TEA, and the Campus Improvement Plan. Must be approved by the Board of Trustees.

The TIP plan is located in the Board information packet.

The CIP is posted on the campus website.



### Change Over Time

School Year	Overall Rating	Overall Score
<a href="#">2020-21</a>	Not Rated	N/A
2019-20	Not Rated	N/A
<a href="#">2018-19</a>	B	83

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Distinction designations were not awarded in 2021.

# Good Elementary School

*Campus Rating: B*

## ***Comprehensive Support Strategies***

**Prioritized Focus Area:** Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments.

**Strategy:** Instructional small group lesson plans will be developed using data acquired from formative assessments. Targeted small group or guided reading plans will provide students with any prerequisite skills they are lacking. Closing those gaps will allow students to access grade level content.

**Result / Impact:**

Teacher teams will be engaged in weekly team planning sessions guided by the 4 essential questions of the Professional Learning Community (PLC). Teams will be proficient in working through question 1. What do we expect our students to learn? (Goals/Expectations). This will be measured through the quality of instructional small group lesson plans. PLC implementation will be monitored by the administrative team through observations and walkthroughs.

November 15, 2021

**Prioritized Focus Area:** Data-driven instruction

**Strategy:** Intervention and enrichment support will be provided for all students through a systematic approach where data will be analyzed collectively by teachers and leadership staff and then utilized to create groupings based on need.

**Result / Impact:**

Teacher teams will be able to disaggregate data, analyze strengths or weaknesses by standards, and use gained information for stronger planning to be reflected in lesson plans. This will be measured utilizing agendas, notes and individual teacher analysis presentations.

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# Questions?

**Irving Independent School District**  
**Good Elementary School - TIP**  
**2021-2022 Targeted Improvement Plan**



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**Superintendent:**  
**DCSI/Grant Coordinator:**

Magda Hernandez  
Sheila Peragine

**Principal:** Alberto Zavala  
**ESC Case Manager:** Nikia Smith  
**ESC Region:** 10

# Assurances

## DCSI/Grant Coordinator

I, the District Coordinator of School Improvement/Grant Coordinator, attest that I will provide or facilitate the provision of all the necessary district-level commitments and support mechanisms to ensure the successful implementation of the Targeted Improvement Plan for this campus. I understand I am responsible for the implementation of all intervention requirements. If I am the principal supervisor, I understand I am responsible for ensuring the principal carries out the plan elements as indicated herein.

**Signature:** Sheila Peragine

## Principal Supervisor

I, as supervisor of the principal for this campus, attest that I will coordinate with the DCSI/Grant Coordinator to provide or facilitate the provision of all the necessary district-level commitments and support mechanisms to ensure the principal I supervise can achieve successful implementation of the Targeted Improvement Plan for this campus. I understand I am responsible for ensuring the principal carries out the plan elements as indicated herein.

**Signature:** Shelia Peragine

## Principal

I, as principal for this campus, attest that I will coordinate with the DCSI/Grant Coordinator (and my supervisor, if they are not the same person) to use the district-provided commitments and support mechanisms to ensure the successful implementation of the Targeted Improvement Plan for this campus. I agree to carry out the plan elements as indicated herein. 154

**Signature:** Alberto Zavala

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# Data Analysis

## Domain 1

**Domain 1: What accountability goal has your campus set for this year? Be sure to include how you determined the goal for each domain and how these goals will impact your overall Accountability Rating.**

Domain 1: For the 2021/2022 school year, our campus will increase our Domain 1 component score from a 48 (scaled score of 69) to a 51 (scaled score of 76) by increasing percent at approaches to 75%, meets to 45%, and masters to 25%. This will support our campus in achieving an overall B rating for 2022. Rationale: Our campus made great gains in our first year of I.R. and have continued improving upon the practices that yielded those results. By our campus focusing on strong instructional leadership for our CLT team members and focusing on strong lesson plans created through a PLC, with a heavy focus on essential standards, targeted campus formative assessments, and consistent data talks, we can achieve these results.

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## Domain 2A or 2B

**Domain 2A or 2B: What accountability goal has your campus set for this year? Be sure to include how you determined the goal and how these goals will impact your overall Accountability Rating.**

Domain 2B: We will be focusing on Domain 2B. Our goal is to reach a component score of 48 (scaled 84) . Rationale: We have an Econ Dis percentage of 86.3%. We need to focus on campus relative performance this year. We know we can prove the possible for our students and ensure that our students can achieve at similar or higher levels compared to other schools with similar demographics.

## Domain 3

**Domain 3: What accountability goal has your campus set for this year? Be sure to include how you determined the goal for each domain and how these goals will impact your overall Accountability Rating.**

Domain 3: We will increase our Domain 3 from a scaled score of 77 to a scaled score of 80 in 2022. Rationale: Through an overall improvement in meets performance and targeting our Hispanic, SPED and ALL subgroups, we will make increases in the following targets: Academic Achievement: 6/14 targets to 9/14 targets; Student Success: 2/9 targets to 5/9 targets.

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## Subject Areas and Student Groups

**Which subjects are a focus this year when thinking about student performance? Why have you identified these specific subject areas? What is the intended impact on your accountability domain scores?**

Domain 1: We need to focus on our Grade 3 Reading and Math scores. Historically, our data in 3rd grade has been low in both areas. This consequently impacts our overall performance for Domain I.

Additionally, we need to prioritize moving more of our students to the meets and master's level across all content courses.

Being that our campus has the highest Limited English Proficient percentage in the district, our focus on effective guided reading instruction will increase our overall Domain I scores in all approaches, meets, and masters.

**Which student group outcomes are you targeting in these goals? What is the intended impact on your accountability domain scores?**

Domain 3: We are targeting our Eco Dis, Hispanic and SPED populations for Domain 3 primarily in the area of Reading. Improving these areas will increase our score in area of Domain III Academic Achievement.

# Essential Actions

**Essential Action : Develop campus instructional leaders with clear roles and responsibilities.**

**Implementation Level: Not Yet Started**

**Essential Action : Recruit, select, assign, induct and retain a full staff of highly qualified educators.**

**Implementation Level: Not Yet Started**

**Essential Action : Compelling and aligned vision, mission, goals, values focused on a safe environment and high expectations.**

**Implementation Level: Not Yet Started**

**Essential Action : Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments.**

**Implementation Level: Beginning Implementation**

**Essential Action : Effective classroom routines and instructional strategies.**

**Implementation Level: Not Yet Started**

**Essential Action : Data-driven instruction.**

**Implementation Level: Beginning Implementation**

# Cycles

## Cycle 1 - (Sept – Nov)

### 1. **Essential Action 4.1:** Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments.

**Implementation Level:** Beginning Implementation

**Rationale:** Teachers have not been expected to submit small group or guided reading plans in previous years. This year it will be an expectation that those plans be submitted to administrators for feedback. Instructional small group lesson plans will be developed using data acquired from formative assessments. These targeted plans will provide students with any prerequisite skills they are lacking. Closing those gaps will allow students to access grade level content.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** Professional development will be provided to all staff on the creation of instructional group plans. A beginning of the year diagnostic will be administered in grades K-5 for Reading and Math. Those results will drive the creation of instructional group plans. The campus will work with Region 10 to train the staff on DDI, lesson alignment, formative assessment and progress monitoring.

**How will you communicate these priorities to your stakeholders? How will you create buy-in?:** The direction was shared with the Guiding Coalition in May of 2021 for feedback and suggestions. This gave them the opportunity to provide feedback as well as share with colleagues prior the new school year. During in-service, staff was provided with prior year campus data that supported the effects of small group instruction and the gains that were made and measured through MAP performance. With that understanding staff understood the importance of creating stronger and more targeted plans.

**Desired Annual Outcome:** By May 2022, 100% of teachers will participate in structured weekly PLC's that allow grade level teams to review district created material/exemplars and decide the direction of their instructional group (small group) lesson planning. Through this process teams will be able to engage in dialogue that leads to deeper understanding of the taught curriculum and its effectiveness as measured through formative assessments. Weekly PLC's will follow the 4 essential questions of the PLC model. Based on grade level PLC capacity, each grade level will be working at different points within those questions.

**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

**Desired 90-day Outcome:** By December 2021, 100% Teams will have received effective training on our DDI processes and protocols. Teams will also be engaged in weekly team planning sessions guided by the 4 essential questions of the PLC. Teams will be proficient in working through question 1. What do we expect our students to learn? (Goals/Expectations). This will be measured through the quality of instructional small group lesson plans. Both DDI and PLC implementation will be monitored by the administrative team through observations and walkthroughs.

**District Actions:** Principal supervisor attends campus PLC's and provides feedback to campus instructional leadership team (ILT). PS will also conduct campus calibration walks with the instructional leadership team. During the calibration walks, the principal supervisor will model coaching strategies and exemplar action steps to ensure feedback is targeted and measurable.

Step 1 Details	Reviews
<p><b>Action Step 1:</b> Establish Guiding Coalition meeting dates and meet with campus guiding coalition for a 2020-2021 planning meeting</p> <p><b>Evidence Used to Determine Progress:</b> Calendar creation with agendas</p> <p><b>Person(s) Responsible:</b> Alberto Zavala</p> <p><b>Resources Needed:</b> Agenda; Mission and Vision pre-work; campus calendar;</p> <p><b>Start Date:</b> August 17, 2021 - <b>Frequency:</b> One Time - <b>Evidence Collection Date:</b> September 25, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>
Step 2 Details	Reviews
<p><b>Action Step 2:</b> Create DDI (SWOT) calendar aligned to MAP, DCAs and state assessments</p> <p><b>Evidence Used to Determine Progress:</b> Calendar creation and alignment to assessments</p> <p><b>Person(s) Responsible:</b> Alberto Zavala</p> <p><b>Resources Needed:</b> District assessment calendar; campus calendar</p> <p><b>Start Date:</b> August 6, 2021 - <b>Frequency:</b> One Time - <b>Evidence Collection Date:</b> September 25, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>
Step 3 Details	Reviews
<p><b>Action Step 3:</b> Create instructional leadership team weekly meeting calendar</p> <p><b>Evidence Used to Determine Progress:</b> GILT agenda &amp; minutes</p> <p><b>Person(s) Responsible:</b> Tamiko Flores</p> <p><b>Resources Needed:</b> Campus Master Calendar</p> <p><b>Start Date:</b> August 20, 2021 - <b>Frequency:</b> Weekly - <b>Evidence Collection Date:</b> September 24, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p> <p style="text-align: right;">162</p>
Step 4 Details	Reviews
<p><b>Action Step 4:</b> Teachers submit Instructional Group Lesson Plans on Friday's and are expected to create guided reading and small group math plans</p> <p><b>Evidence Used to Determine Progress:</b> Instructional Learning Plans</p> <p><b>Person(s) Responsible:</b> Haylee Pryor; Alberto Zavala</p> <p><b>Resources Needed:</b> Google Doc; District curriculum; Bridges; IISD RTI Toolkit</p> <p><b>Start Date:</b> August 20, 2021 - <b>Frequency:</b> Weekly - <b>Evidence Collection Date:</b> September 24, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>

Step 5 Details	Reviews
<p><b>Action Step 5:</b> Identify staff not trained in Solution Tree's PLC process and send to conference.</p> <p><b>Evidence Used to Determine Progress:</b> PLC Agenda and lesson plans.</p> <p><b>Person(s) Responsible:</b> Eddie Robles</p> <p><b>Resources Needed:</b> Solution Tree Conference</p> <p><b>Start Date:</b> September 8, 2021 - <b>Frequency:</b> One Time - <b>Evidence Collection Date:</b> October 28, 2021</p> <p><b>Funding Sources:</b> Solution Tree Conference - 6200-Professional and contracted services - \$10,000</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>

**What challenges do you think you'll encounter in achieving desired campus or student outcomes for this cycle?:** A barrier we might face will be the shift from staff submitting their tier 1 lesson plans to the submission of instructional group plans. Staff may feel the pressure of their instructional plans being vetted and then the urgency of becoming proficient in the creation of those plans.

**What specific action steps address these challenges?:** On-going training's on plan development; Risk-free environment during their learning process; Coaching;

**Cycle 1 - (Sept – Nov)**

**2. Essential Action 5.3: Data-driven instruction.**

**Implementation Level:** Beginning Implementation

**Rationale:** Intervention and enrichment support will be provided for all students through a systematic approach where data will be analyzed collectively by teachers and leadership staff and then utilized to create groupings based on need. With the instructional gaps created by hybrid instruction it is crucial that we provide intentional targeted instruction.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** We will provide professional development in the school's DDI system that entails the identification of essential standards, creation of common assessments as needed, and then the analysis of the results. A SWOT (DDI) schedule will be created with meetings taking place every two/three weeks. The first two SWOT sessions will developmental to build capacity in these areas.

The campus will work with Region 10 to provide feedback and guidance on our DDI and lesson alignment/formative assessment through observations and feedback provided.

**How will you communicate these priorities to your stakeholders? How will you create buy-in?:** The direction was shared with the Guiding Coalition in May of 2021 for feedback and suggestions. This gave them the opportunity to provide feedback as well as share with colleagues prior the new school year. During in-service, staff was provided with STAAR data from 2020-2021 school year. Staff were able to see the impact of hybrid instruction and the deficits we were faced with. With that understanding staff understood the importance of using data to drive instruction.

**Desired Annual Outcome:** By May 2022, 100% of teachers will engage in structured DDI meetings that occur twice per month, and in weekly PLC's that foster collaboration among teachers, so that teams are utilizing a backwards design model for instruction and that feedback can be provided along the way. DDI meetings will be structured around campus formative assessments. Analyzing performance within district common assessments, MAP, or common formative assessments.

**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

**Desired 90-day Outcome:** By December 2021, Teacher teams will be engaged in campus DDI (SWOT) disaggregating data, analyzing strengths or weaknesses by standards, and use gained information for stronger planning to be reflected in lesson plans. This will be measured utilizing our SWOT agendas, notes and individual teacher SWOT analysis presentations.

**District Actions:** Principal supervisor attends campus SWOT (DDI) PLC's, and provides feedback and coaching. PS will also ensure all district level assessments are graded and returned to the campus (via Edugence) within two days.

Step 1 Details	Reviews
<p><b>Action Step 1:</b> Create DDI (SWOT) calendar aligned to MAP, DCAs and state assessments</p> <p><b>Evidence Used to Determine Progress:</b> SWOT Calendar; District assessment calendar; campus calendar</p> <p><b>Person(s) Responsible:</b> Alberto Zavala</p> <p><b>Resources Needed:</b> District Testing Calendar; Campus calendar; School days calendar</p> <p><b>Start Date:</b> August 6, 2021 - <b>Frequency:</b> One Time - <b>Evidence Collection Date:</b> September 23, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>

Step 2 Details	Reviews
<p><b>Action Step 2:</b> Create teacher data tracking tool</p> <p><b>Evidence Used to Determine Progress:</b> Excel Spreadsheet; Tracking document</p> <p><b>Person(s) Responsible:</b> Haylee Pryor</p> <p><b>Resources Needed:</b> Excel Spreadsheet; Tracking document</p> <p><b>Start Date:</b> August 5, 2021 - <b>Evidence Collection Date:</b> September 8, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>
Step 3 Details	Reviews
<p><b>Action Step 3:</b> Provide professional development for instructional leaders and teachers on the Get Better Faster scope and sequence</p> <p><b>Evidence Used to Determine Progress:</b> SWOT Agenda and notes/Teacher self-reflections based on Waterfall</p> <p><b>Person(s) Responsible:</b> Alberto Zavala</p> <p><b>Resources Needed:</b> Get Better Faster Waterfall</p> <p><b>Start Date:</b> September 22, 2021 - <b>Frequency:</b> Ongoing - <b>Evidence Collection Date:</b> November 5, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p>
Step 4 Details	Reviews
<p><b>Action Step 4:</b> Create campus walkthrough schedule to include all instructional leaders</p> <p><b>Evidence Used to Determine Progress:</b> Walkthrough Schedule; Edugence walkthrough counts</p> <p><b>Person(s) Responsible:</b> Alberto Zavala; Tamiko Flores; Eddie Robles</p> <p><b>Resources Needed:</b> Edugence; Google Doc</p> <p><b>Start Date:</b> August 20, 2021 - <b>Frequency:</b> Weekly - <b>Evidence Collection Date:</b> September 24, 2021</p>	<p><b>Progress toward Action Steps:</b></p> <p><b>Necessary Adjustments/Next Steps:</b></p> <p style="text-align: right;">165</p>

**What challenges do you think you'll encounter in achieving desired campus or student outcomes for this cycle?:** Staff may find that presenting low-performing data to administrators may reflect on their capacity as opposed to gaps that were created that were out of their control.

**What specific action steps address these challenges?:** During SWOT#1 staff are reassured that there will no negative action due to low performing students. The goal is to study the data and create a plan of action for students in need.

## Cycle 2 - (Dec – Feb)

### 1. **Essential Action 4.1:** Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments.

**Implementation Level:** Beginning Implementation

**Rationale:** Teachers have not been expected to submit small group or guided reading plans in previous years. This year it will be an expectation that those plans be submitted to administrators for feedback. Instructional small group lesson plans will be developed using data acquired from formative assessments. These targeted plans will provide students with any prerequisite skills they are lacking. Closing those gaps will allow students to access grade level content.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** Professional development will be provided to all staff on the creation of instructional group plans. A beginning of the year diagnostic will be administered in grades K-5 for Reading and Math. Those results will drive the creation of instructional group plans. The campus will work with Region 10 to train the staff on DDI, lesson alignment, formative assessment and progress monitoring.

**How will you communicate these priorities to your stakeholders? How will you create buy-in?:** The direction was shared with the Guiding Coalition in May of 2021 for feedback and suggestions. This gave them the opportunity to provide feedback as well as share with colleagues prior the new school year. During in-service, staff was provided with prior year campus data that supported the effects of small group instruction and the gains that were made and measured through MAP performance. With that understanding staff understood the importance of creating stronger and more targeted plans.

**Desired Annual Outcome:** By May 2022, 100% of teachers will participate in structured weekly PLC's that allow grade level teams to review district created material/exemplars and decide the direction of their instructional group (small group) lesson planning. Through this process teams will be able to engage in dialogue that leads to deeper understanding of the taught curriculum and its effectiveness as measured through formative assessments. Weekly PLC's will follow the 4 essential questions of the PLC model. Based on grade level PLC capacity, each grade level will be working at different points within those questions.

**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

**Desired 90-day Outcome:** By February 2022, 100% Teams will be engaged in weekly team planning sessions working through the PLC process to design aligned effective small group plans targeting essential skills for each individual student.

**District Actions:** Principal supervisor attends campus PLC's and provides feedback to campus instructional leadership team (ILT). PS will also conduct campus calibration walks with the instructional leadership team. During the calibration walks, the principal supervisor will model coaching strategies and exemplar action steps to ensure feedback is targeted and measurable.

## Cycle 2 - (Dec – Feb)

### 2. Essential Action 5.3: Data-driven instruction.

**Implementation Level:** Beginning Implementation

**Rationale:** Intervention and enrichment support will be provided for all students through a systematic approach where data will be analyzed collectively by teachers and leadership staff and then utilized to create groupings based on need. With the instructional gaps created by hybrid instruction it is crucial that we provide intentional targeted instruction.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** We will provide professional development in the school's DDI system that entails the identification of essential standards, creation of common assessments as needed, and then the analysis of the results. A SWOT (DDI) schedule will be created with meetings taking place every two/three weeks. The first two SWOT sessions will be developmental to build capacity in these areas.

The campus will work with Region 10 to provide feedback and guidance on our DDI and lesson alignment/formative assessment through observations and feedback provided.

**How will you communicate these priorities to your stakeholders? How will you create buy-in?:** The direction was shared with the Guiding Coalition in May of 2021 for feedback and suggestions. This gave them the opportunity to provide feedback as well as share with colleagues prior to the new school year. During in-service, staff was provided with STAAR data from 2020-2021 school year. Staff were able to see the impact of hybrid instruction and the deficits we were faced with. With that understanding staff understood the importance of using data to drive instruction.

**Desired Annual Outcome:** By May 2022, 100% of teachers will engage in structured DDI meetings that occur twice per month, and in weekly PLC's that foster collaboration among teachers, so that teams are utilizing a backwards design model for instruction and that feedback can be provided along the way. DDI meetings will be structured around campus formative assessments. Analyzing performance within district common assessments, MAP, or common formative assessments.

**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

**Desired 90-day Outcome:** By February 2022, Teacher teams will be engaged in campus DDI (SWOT) disaggregating data, analyzing strengths or weaknesses by standards, and use gained information for stronger planning to be reflected in lesson plans.

**District Actions:** Principal supervisor attends campus SWOT (DDI) PLC's, and provides feedback and coaching. PS will also ensure all district level assessments are graded and returned to the campus (via Edugence) within two days.

## Cycle 3 - (Mar – May)

### 1. **Essential Action 4.1:** Daily use of high-quality instructional materials aligned to instructional planning calendars and interim and formative assessments.

**Implementation Level:** Beginning Implementation

**Rationale:** Teachers have not been expected to submit small group or guided reading plans in previous years. This year it will be an expectation that those plans be submitted to administrators for feedback. Instructional small group lesson plans will be developed using data acquired from formative assessments. These targeted plans will provide students with any prerequisite skills they are lacking. Closing those gaps will allow students to access grade level content.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** Professional development will be provided to all staff on the creation of instructional group plans. A beginning of the year diagnostic will be administered in grades K-5 for Reading and Math. Those results will drive the creation of instructional group plans. The campus will work with Region 10 to train the staff on DDI, lesson alignment, formative assessment and progress monitoring.

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**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

**Desired 90-day Outcome:** By May 2022, Teacher teams will be proficient disaggregating data, analyzing strengths or weaknesses by standards, and use gained information for stronger planning to be reflected in lesson plans.

**District Actions:** Principal supervisor attends campus PLC's and provides feedback to campus instructional leadership team (ILT). PS will also conduct campus calibration walks with the instructional leadership team. During the calibration walks, the principal supervisor will model coaching strategies and exemplar action steps to ensure feedback is targeted and measurable.

## Cycle 3 - (Mar – May)

### 2. Essential Action 5.3: Data-driven instruction.

**Implementation Level:** Beginning Implementation

**Rationale:** Intervention and enrichment support will be provided for all students through a systematic approach where data will be analyzed collectively by teachers and leadership staff and then utilized to create groupings based on need. With the instructional gaps created by hybrid instruction it is crucial that we provide intentional targeted instruction.

**Who will you partner with?:** TIL

**How will you build capacity in this Essential Action?** We will provide professional development in the school's DDI system that entails the identification of essential standards, creation of common assessments as needed, and then the analysis of the results. A SWOT (DDI) schedule will be created with meetings taking place every two/three weeks. The first two SWOT sessions will be developmental to build capacity in these areas.

The campus will work with Region 10 to provide feedback and guidance on our DDI and lesson alignment/formative assessment through observations and feedback provided.

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**Desired Annual Outcome:** By May 2022, 100% of teachers will engage in structured DDI meetings that occur twice per month, and in weekly PLC's that foster collaboration among teachers, so that teams are utilizing a backwards design model for instruction and that feedback can be provided along the way. DDI meetings will be structured around campus formative assessments. Analyzing performance within district common assessments, MAP, or common formative assessments.

**District Commitment Theory of Action:** If the principal supervisor will provide regular coaching to the principal on the implementation of DDI and the principal's development of the instructional leadership team, and the district ensures that the campus has access to high-quality unit tests for all tested grades and subjects, and the district commits to providing test results back to the campus within two days from the assessment, then the campus will be able to establish strong data-driven instruction practices, improve the quality and frequency of use of lesson plans and formative assessments, and campus leaders will more frequently, effectively, and with greater role clarity engage in instructional leadership activities.

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**District Actions:** Principal supervisor attends campus SWOT (DDI) PLC's, and provides feedback and coaching. PS will also ensure all district level assessments are graded and returned to the campus (via Edugence) within two days.



# Campus Grant Funding Summary

6100-Payroll					
Cycle	Essential Action	Step	Resources Needed	Account Code	Amount
					\$0.00
<b>Sub-Total</b>					\$0.00
<b>Budgeted Budget Object Code Amount</b>					\$10,000.00
<b>+/- Difference</b>					\$10,000.00
6200-Professional and contracted services					
Cycle	Essential Action	Step	Resources Needed	Account Code	Amount
1	1	5	Solution Tree Conference		\$10,000.00
<b>Sub-Total</b>					\$10,000.00
<b>Budgeted Budget Object Code Amount</b>					\$10,000.00
<b>+/- Difference</b>					\$0.00
<b>Grand Total</b>					\$10,000.00

Student Data																		
Core Metrics	Sub Metrics		Grade	Student Group	Subject Tested	Performance Level	Summative Assessment	% of Assessments										
								2019 Results	2021 Results	2021 Participation Rates	Cycle 1			Cycle 2			2022 Accountability Goal	
											Assessment Type	Formative Goal	Actual Results	Assessment Type	Formative Goal	Actual Results	Summative Goal	Actual Results
1. Domain 1	# of Students at Approaches, Meets, and Masters		All	All	Reading	Approaches	STAAR	62	43	98	District Created Benchmark	50		District Created Benchmark	60		70	
			All	All	Reading	Meets	STAAR	30	16	98	District Created Benchmark	25		District Created Benchmark	30		35	
			All	All	Reading	Masters	STAAR	15	7	98	District Created Benchmark	10		District Created Benchmark	15		20	
			All	All	Mathematics	Approaches	STAAR	76	37	98	District Created Benchmark	56		District Created Benchmark	66		80	
			All	All	Mathematics	Meets	STAAR	47	15	98	District Created Benchmark	27		District Created Benchmark	47		50	
			All	All	Mathematics	Masters	STAAR	23	6	98	District Created Benchmark	10		District Created Benchmark	23		25	
			All	All	Science	Approaches	STAAR	75	26	97	District Created Benchmark	50		District Created Benchmark	60		80	
			All	All	Science	Meets	STAAR	38	6	97	District Created Benchmark	20		District Created Benchmark	30		40	
			All	All	Science	Masters	STAAR	9	0	97	District Created Benchmark	5		District Created Benchmark	10		15	
2. Domain 3	Focus 1	Academic Growth Status	All	Hispanic	Reading	NA	STAAR	46	15	98	District Created Benchmark	25		District Created Benchmark	30		40	
	Focus 2	Academic Achievement	All	All Students	Reading	NA	STAAR	30	16	97	District Created Benchmark	20		District Created Benchmark	30		45	

# Addendums

**CONSENT AGENDA ITEM**

11/15/2021

**TOPIC: CONSIDER ACCEPTANCE OF THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT TO PROVIDE STUDENT TRANSPORTATION SERVICES BETWEEN IRVING INDEPENDENT SCHOOL DISTRICT AND FIRST STUDENT, INC.**

**SUBMITTED BY:** Alejandro Mejia, Director of Transportation and Andre Smith, Chief of Administrative Services

**BACKGROUND:** As you know, Irving ISD has contracted with First Student, Inc. as its transportation provider. Irving ISD has also decided to bring the management of Transportation Services in-house beginning July 1, 2022. We are recommending that we amend the term agreement with First Student from June 30, 2023 to June 30, 2022.

We sincerely appreciate the service that First Student, Inc. and its employees have and continue to provide to the staff, students and community of Irving ISD.

**ADMINISTRATIVE RECOMMENDATION:** The administration recommends the approval and acceptance of the amendment of the contract agreement between Irving Independent School District and First Student, Inc.

**RECOMMENDED BOARD MOTION:** I move that the Board approve and accept the amendment of the contract agreement between Irving Independent School District and First Student, Inc.

Additional Agenda Sheets Attached:  Yes  No

**Meeting Date:** 11/15/2021

**ATTACHMENTS:**

1. Third Amendment to the Amended and Restated Agreement to Provide Transportation Services Between First Student, Inc. and Irving Independent School District.

**THIRD AMENDMENT TO THE AMENDED AND RESTATED  
AGREEMENT TO PROVIDE STUDENT TRANSPORTATION SERVICES  
BETWEEN IRVING INDEPENDENT SCHOOL DISTRICT AND FIRST STUDENT, INC.**

**THIS THIRD AMENDMENT** is made and entered into as of the \_\_\_ day of December, 2021 by and between Irving Independent School District (“District”) and First Student, Inc., (“Contractor”) The parties hereto shall be referred to individually as a “Party” and collectively, the “Parties”.

**WHEREAS**, the Parties entered into that certain Amended and Restated Agreement to Provide Student Transportation Services dated September 28, 2020, as amended by that certain First Amendment to the Amended and Restated Agreement to Provide Student Transportation Services dated August 24, 2021 and that certain Second Amendment to the Amended and Restated Agreement to Provide Student Transportation Services dated September 14, 2021 (together, hereinafter , the “Agreement”); and

**WHEREAS**, the Parties desire to amend the term of the Agreement to formalize the updated termination date triggered by that certain Notice of Termination delivered by the District to Contractor on October 12, 2021 pursuant to Section 20.3 of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Third Amendment, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **TERM.** Section 1.1 of the Agreement shall be amended to read “The term of this Amended Agreement shall commence August 1, 2018 and continue through June 30, 2022 (“Term”).”
2. **MISCELLANEOUS.** Except as may be expressly defined herein (i) all words in this Third Amendment shall have the same meanings as in the Agreement and (ii) all other terms and conditions of the Agreement shall remain in full force and effect. The Agreement, as amended, shall inure to the benefit of and be binding upon the parties, their successors, and assigns.
3. This Third Amendment may be executed and exchanged in counterparts (including by facsimile or other electronic transmission), all of which together shall constitute an agreement binding on the Parties, notwithstanding that all such Parties are not signatories to the same original or the same counterpart. Each Party shall become bound by this Amendment immediately upon affixing its signature below.

**IN WITNESS WHEREOF**, this Third Amendment has been signed and executed by parties hereto by persons duly authorized on the day and year first written above.

**IRVING INDEPENDENT SCHOOL DISTRICT**

**FIRST STUDENT, INC.**

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: Region Vice President



**ACTION ITEM**  
**11/15/2021**

**TOPIC:** Consider Approval of Resolution No. 21-22-02 of the Board of Trustees of the Irving Independent School District Establishing Criteria for the Preparation and Review of Proposals for the Redivision of Single-Member Trustee Districts.

**SUBMITTED BY:** Esther Kolni

**BACKGROUND:** The proposed Resolution No. 21-22-02 is submitted for Board adoption. Members of the Superintendent's cabinet have reviewed the proposed Resolution and discussed the anticipated benefits of its adoption prior to submission to the Board. Based on the most recent federal census, population data indicates that there is a disparity in population size between the most populous Single-Member Trustee District and the least populous Single-Member Trustee District in Irving Independent School District of more than ten (10) percent. This population disparity requires the District to redivide its Single-Member Trustee Districts in accordance with the requirements of the Texas Education Code and the Voting Rights Act. This Resolution will approve the review of relevant data and establish criteria on which the District will propose two redivision plans for the District's Single-Member Trustee Districts.

- RESOLUTION NO. 21-22-02 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT ESTABLISHING CRITERIA FOR THE PREPARATION AND REVIEW OF PROPOSALS FOR THE REDIVISION OF SINGLE-MEMBER TRUSTEE DISTRICTS

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve and adopt Resolution No. 21-22-02.

**RECOMMENDED BOARD MOTION:** I move the Board approve and adopt Resolution No. 21-22-02 establishing criteria for the preparation and review of proposals for the redivision of single-member trustee districts.

Additional Agenda Sheets Attached:  Yes  No

Attachment:

- Documents containing Resolution No. 21-22-02 are attached.

## AGENDA SHEET

**Meeting Date:**11/15/2021

**Topic:** Consider Approval of Resolution No. 21-22-02 of the Board of Trustees of the Irving Independent School District Establishing Criteria for the Preparation and Review of Proposals for the Redivision of Single-Member Trustee Districts.

- RESOLUTION NO. 21-22-02 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT ESTABLISHING CRITERIA FOR THE PREPARATION AND REVIEW OF PROPOSALS FOR THE REDIVISION OF SINGLE-MEMBER TRUSTEE DISTRICTS

**RESOLUTION NO. 21-22-02**

**RESOLUTION NO. 21-22-02 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT ESTABLISHING CRITERIA FOR THE PREPARATION AND REVIEW OF PROPOSALS FOR THE REDIVISION OF SINGLE-MEMBER TRUSTEE DISTRICTS**

WHEREAS, the U.S. Census Bureau, under the U.S. Department of Commerce, conducts a census of the United States' population every ten years;

WHEREAS, the U.S. Census Bureau conducted a census of the United States' population in 2020 in accordance with its ten-year periodic schedule (the "2020 U.S. Census");

WHEREAS, the U.S. Census Bureau released data collected in the 2020 U.S. Census to the public in August 2021;

WHEREAS, the Board of Trustees of the Irving Independent School District (the "Board") established seven (7) Single-Member Trustee Districts in accordance with Section 11.052 of the Texas Education Code and other relevant state and federal law on September 22, 2014;

WHEREAS, Section 11.052(i) of the Texas Education Code requires school boards to redivide their Single-Member Districts if data from the last preceding federal census indicates that the population of the most populous Single-Member District exceeds the population of the least populous Single Member District by more than ten (10) percent<sup>1</sup>;

WHEREAS, Irving Independent School District (the "District") has reviewed the 2020 U.S. Census data showing the population of each Single-Member Trustee District within the District's current Single-Member District plan;

WHEREAS, the Board determined that the population of the most populous Single-Member District exceeds the population of the least populous Single-Member District by more than ten (10) percent;

WHEREAS, Section 11.052 of the Texas Education Code requires that Single-Member Districts must be compact and contiguous and nearly as practicable of equal population;

WHEREAS, the Voting Rights Act of 1965, along with accompanying regulations and federal court jurisprudence, established that Single-Member Districts must provide equal opportunities for minority participation in the electoral process; and

WHEREAS, the Board wishes to establish criteria upon which the District will propose redivision of its Single-Member Districts.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The findings and recitals above are true and correct and are hereby adopted by the Board; and
2. A public purpose is served by the review of relevant data, including the 2020 U.S. Census Data, in proposing redivision of the District's Single-Member Districts; and

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<sup>1</sup> Texas Education Code 11.052(i)

3. The District shall propose two Single-Member District redivision plans in which:
  - a. Each proposed Single-Member District shall be a) compact and contiguous and b) as nearly as practicable equal in population size; and
  - b. Proposed redivision of Single-Member Districts will be drawn to maintain equal opportunities for minority participation in the electoral process.
  
4. The District may consider the following criteria in proposing its Single-Member District redivision plans:
  - a. Functional measures of community, including, but not limited to, school attendance zones, social and community groups, and neighborhood and residential divisions;
  - b. Geographical boundaries, including, but not limited to, transportation corridors, census blocks, and existing Single-Member District boundaries;
  - c. Demographic data showing population numbers within the District as a whole and within geographical segments of the District;
  - d. Demographic data showing minority population numbers within the District as a whole and within geographical segments of the District; and
  - e. Historical voting patterns of majority and minority populations.
  
5. The District shall make its two proposed Single-Member District redivision plans available for public review and provide an opportunity for the public to offer feedback prior to Board approval of any Single-Member District redivision plan;
  
6. Expenditures for the purpose of data collection, review, and analysis in the creation of proposed Single-Member District redivision plans are necessary and appropriate in the conduct of public schools as provided by Texas Education Code Section 45.105(c); and
  
7. The Superintendent or her designee is authorized to take whatever steps reasonably necessary to fulfill the purposes of this Resolution.

This Resolution is passed and adopted by vote of the Board of Trustees of the Irving Independent School District at an open meeting of the Board of Trustees held on November 15, 2021.

APPROVED:

\_\_\_\_\_  
 Randy Randall, Board President  
 Irving Independent School District

ATTESTED:

\_\_\_\_\_  
 Pamela Campbell, Board Secretary  
 Irving Independent School District

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
 Esther Kolni, General Counsel  
 Irving Independent School District

**CONSENT AGENDA ITEM**

November 15, 2021

**TOPIC:** Consider Approval of the Subcontract Agreement between the University of North Texas and Irving Independent School District for the Home Instruction for Parents of Preschool Youngsters (HIPPY) program.

**SUBMITTED BY:** Olga Rosenberger, Executive Director of Federal Programs and Community Engagement and Claudia Marquez-Gomez, ESSER HIPPY/HIEPE Program Strategist

**BACKGROUND:** The Home Instruction for Parents of Preschool Youngsters (HIPPY) Program is a free home-based literacy program for children between the ages of 3-5. The Mission of the HIPPY program is to help parents prepare their children for academic success at all levels and to guide parents as their children's first and most important teacher. HIPPY offers opportunities for the parents and the child to share the joy of learning while stimulating the child's cognitive growth. The HIPPY program teaches parents the importance of getting involved in their children's education as well as supporting the bridge between the Instruction from home to school and school to home.

**ADMINISTRATIVE RECOMMENDATION:** The approval of the Subcontract Agreement between the University of North Texas and Irving ISD for the Home Instruction for Parents of Preschool Youngsters (HIPPY) program.

**RECOMMENDED BOARD MOTION:** I move that the Board approve the Subcontract Agreement between the University of North Texas and Irving ISD for the Home Instruction for Parents of Preschool Youngsters (HIPPY) program.

Additional Agenda Sheets Attached:  Yes  No

Attachments:

1. Memo from Olga Rosenberger to Jerome Pilgrim
2. University of North Texas Subcontract Agreement NO. GF40202-6

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**MEMORANDUM**

**To:** Jerome Pilgrim, Director of Purchasing

**From:** Olga Rosenberger, Executive Director of Federal Programs and Community Engagement

**CC:** Fernando Natividad, Chief Financial Officer

**Date:** November 10, 2021

**Subject:** Recommendation for Approval of the Subcontract Agreement between the University of North Texas and Irving ISD for the Home Instruction for Parents of Preschool Youngsters (HIPPY) Program

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We recommend approval of the Subcontract Agreement between the University of North Texas and the Irving ISD for the Home Instruction for Parents of Preschool Youngsters (HIPPY) Program.

The Home Instruction for Parents of Preschool Youngsters (HIPPY) Program is a free home-based literacy program for children between the ages of 3-5. The mission of the HIPPY Program is to help parents prepare their children for academic success at all levels and to guide parents as their children's first and most important teacher. HIPPY offers opportunities for the parents and the child to share the joy of learning while stimulating the child's cognitive growth. The HIPPY Program teaches parents the importance of getting involved in their children's education as well as supporting the bridge between the instruction from home to school and school to home.

Approval of the Subcontract Agreement will allow our Irving ISD HIPPY Program to continue to grow and benefit our community, parents, and students.

**UNIVERSITY OF NORTH TEXAS**  
Denton, Texas

SUBCONTRACT NO. GF40202-6

<b>Prime Awarding Agency:</b> OneStar National Service Commission, Inc.	<b>Prime Award/Contract No/FAIN:</b> 18ACHTX0010003
<b>CFDA Number:</b> 94.006 <b>CFDA Program Name:</b> AmeriCorps	<b>Prime Award Effective Date:</b> September 1, 2021
<b>Subrecipient DUNS Number:</b> 061292124	<b>Subrecipient SAM Registration:</b> Yes
<b>Is this Award R&amp;D?:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Federal Award Indirect Cost Rate:</b> 26%

THIS AGREEMENT, by and between the **University of North Texas** with business offices at 1155 Union Circle #311334, Denton, Texas 76203-5017 (hereinafter "UNT") and **Irving Independent School District** with offices located at 820 O'Connor Road, Irving, Texas 75601 (hereinafter "Subcontractor") and constituting a subcontract under Grant Award No. 18ACHTX0010003, CFDA No. 94.006 (AmeriCorps) between UNT and OneStar National Service Commission, Inc. (hereinafter "Sponsor");

WITNESSETH:

WHEREAS, UNT has entered into the above referenced agreement with Sponsor for certain work, all as therein provided, for **Home Instruction for Parents of Preschool Youngsters ("TEXAS HIPPY") Program**; and

WHEREAS, in connection with such work, UNT desires that Subcontractor perform certain services, all as herein provided, and Subcontractor has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties mutually covenant and agree as follows:

**Article 1. Definitions**

"AmeriCorps Member" is defined as the individuals recruited by Subcontractor to utilize the HIPPY Program in the education of children.

"HIPPY Coordinator" means the Subcontractor representative who has received training from Home Instruction for Parents of Preschool Youngsters ("HIPPY") U.S.A to operate the HIPPY Program.

“Project Director” is defined as the UNT principal investigator for RESEARCH together with the personnel working under the principal investigator’s direct supervision who are reasonably necessary to conduct RESEARCH.

**Article 2. Statement of Work**

Subcontractor shall provide all necessary personnel, equipment, supplies, and facilities to perform the work described in Attachment A, Statement of Work, which is attached hereto and is hereby made a part of this agreement for all purposes.

**Article 3. Key Personnel**

Subcontractor shall provide **Ms. Claudia Marquez Gomez** as the HIPPY Coordinator for the work performed hereunder. Subcontractor shall provide written notice to UNT within five (5) business days of the removal or replacement of the HIPPY Coordinator. The UNT Project Director will be **Dr. Wendy Middlemiss**.

**Article 4. Period of Performance and Termination**

The period of performance under this Agreement shall begin on **September 1, 2021** and shall terminate on **August 31, 2022**, unless sooner terminated.

UNT may notify Subcontractor to stop work at any time, in which case Subcontractor agrees to make all reasonable efforts to immediately cease incurring expenses hereunder and to forego incurring additional expenses until so notified by UNT.

Either party hereto may terminate this Agreement by giving not less than thirty (30) days prior written notice to the other party, except that the termination of the Prime Award concurrently terminates this Agreement. In the event of termination by either party, Subcontractor agrees to submit all existing project data, analyses, maps, charts, photographs, computer programs and other project materials, in whatever form they may exist, to the UNT Project Director in a timely fashion. UNT agrees to pay Subcontractor for all services performed and for all non-cancelable commitments made prior to receipt of the notice of termination. No other expenses, costs, or damages shall be paid upon termination other than as stipulated herein.

**Article 5. Cost and Payment**

For the services, counsel, reports and other items delivered hereunder, UNT shall pay Subcontractor on a cost-reimbursable basis in an amount not to exceed Forty Thousand Four Hundred Ninety Two Dollars and Zero Cents (**\$40,492.00**). Final payment will be held until receipt and acceptance by UNT and Sponsor of all reports and other deliverables, if any, required under Article 1, Statement of Work, above. In the performance of work under this Agreement, Subcontractor agrees to expend funds primarily in accordance with the budget detailed in Attachment B, Cost Estimate, which is attached hereto and by this reference made a part hereof for all purposes. **Subcontractor shall expend all funds to be reimbursed by UNT no later than June 30, 2022.**

Subcontractor agrees to provide a match amount of One Hundred Twenty Nine Thousand Seven Hundred Twenty Dollars and Zero Cents (**\$129,720.00**). Subcontractor agrees to expend match funds in accordance with the budget detailed in Attachment B, Cost Estimate, attached hereto and

by this reference made a part hereof for all purposes. This budget reflects the Subcontractor placing: **twenty-four (24)** part-time members on this project, and Subcontractor shall provide each part-time member the opportunity to serve a minimum of 900 hours over the course of 34 or more weeks. Unless otherwise agreed by the parties, the failure of Subcontractor to meet the match amount may result in termination of this Agreement.

Subcontractor acknowledges that Sponsor is not responsible for payment for services rendered under this contract.

**ALL COSTS INCURRED BY SUBCONTRACTOR MUST BE BILLED NOT LATER THAN THIRTY (30) DAYS AFTER TERMINATION OF THIS AGREEMENT. ANY COST NOT BILLED WITHIN THIRTY (30) DAYS AFTER TERMINATION WILL NOT BE PAYABLE UNDER THIS AGREEMENT.**

**Subcontractor will only be paid for the total number of members enrolled that complete the program by the termination of this Agreement.**

**Article 6. Invoices**

Subcontractor shall submit invoices and all necessary supporting documentation, such as copies of receipts, purchase orders, invoices, and general ledger entries showing expenses, on a quarterly basis to UNT Project Director and UNT for payment of services performed and allowable expenses incurred during the Agreement period. Allowable costs shall be reasonably determined by UNT. All expenses invoiced shall have been paid by Subcontractor prior to invoicing UNT for reimbursement thereof. No costs shall be invoiced that have not been properly paid in advance by Subcontractor. By submitting an invoice to UNT, Subcontractor certifies that the expenses represented in the invoice were paid prior to invoicing UNT for reimbursement thereof, were in support of the work covered in this Subcontract, and are in accordance with the provisions of this Subcontract and all applicable Federal and State laws and regulations. All invoices must be in sufficient detail and must be accompanied by supporting documents required for payment by UNT.

Invoices must detail all match funds expended during the invoicing period. If Subcontractor is using Federal funds for match expenditures, Subcontractor shall attach a copy of the Federal Agency's approval for use of those funds as match to the first invoice.

Following execution of this Agreement, UNT Purchasing and Payment Services will mail Subcontractor the UNT Purchase Order. All billings must reference the subcontract number, UNT Purchase Order number, and Federal Entity Identification Number (FEIN) in order to be paid by UNT. Invoices for expenditures to be reimbursed by UNT are due by **December 15, 2021; March 15, 2022; and July 15, 2022.** Match reports are due by **December 15, 2021; March 15, 2022; July 15, 2022; and August 31, 2022.** Billings are to be submitted to:

Nicole Schopen  
Administrative Coordinator  
University of North Texas  
Texas HIPYP Center  
1300 W. Highland St.

Matthews Hall, Room 103  
Denton, Texas 76203  
Telephone: 940.369.8743  
Email: [Nicole.Schopen@unt.edu](mailto:Nicole.Schopen@unt.edu)

With Copy to:

Dr. Wendy Middlemiss  
University of North Texas  
College of Education  
1300 W. Highland St.  
Matthews Hall, Room 304-H  
Denton, Texas 76203  
Telephone: 940-369-8870  
Email: [Wendy.Middlemiss@unt.edu](mailto:Wendy.Middlemiss@unt.edu)

UNT agrees to reimburse Subcontractor for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Claudia Marquez Gomez  
Irving Independent School District  
820 N O'Connor Road  
Irving, Texas 75601  
Telephone: 972.600.6121  
Email: [cmarquezgomez@irvingisd.net](mailto:cmarquezgomez@irvingisd.net)

**Article 7. Service Records**

Subcontractor shall maintain accurate records related to the service of AmeriCorps Members, as outlined by UNT on the online Texas HIPPIY Backoffice website, [www.backoffice.texashippy.org](http://www.backoffice.texashippy.org).

**Article 8. Audit Reports**

Subcontractor certifies by signing this Subcontract that it complies with the Uniform Guidance, 2 C.F.R. § 200 *et seq.*, as applicable, will provide notice of the completion of required audits and any adverse findings which impact this Subcontract as required by parts 200.501-521, and will provide access to records as required by parts 200.336, 200.337, and 200.201, as applicable. Within thirty (30) days of the execution of this Subcontract, Subcontractor shall furnish to UNT a copy of the audit report for its most recent annual audit. Within thirty (30) days of completion of each subsequent annual audit, upon request from UNT, Subrecipient will submit) an updated Subrecipient Monitoring Form and a copy, or a link to an electronic version, of the audit report for each year during which this Subcontract is in effect. The Subrecipient Monitoring Form is attached hereto as Attachment D, Subrecipient Monitoring. All reports shall be addressed to UNT as provided under Article 13, Notices, below.

**Article 9. Books, Records, and Audit**

The books of account, files, and other records of Subcontractor which are applicable to this Agreement shall be available at all reasonable times for inspection, review, and audit by representatives of UNT, Sponsor, and/or another authorized agency to determine the proper application and use of all funds paid to or for the account or benefit of Subcontractor. Upon

receiving notification from Sponsor of Prime Award closeout, UNT will notify the Subcontractor of the effective date when records and documents related to this program may be destroyed. This includes, but is not limited to, financial records, supporting documentation, AmeriCorps member files and records, and any other documents and records related to this contract. Subcontractor may retain project records and documents beyond the effective date for destruction of records provided by UNT if Subcontractor's records retention policies require Subcontractor to do so.

Subcontractor assumes sole responsibility for reimbursement to UNT of a sum of money equivalent to the amount of any expenditures disallowed should UNT, Sponsor, and/or another authorized agency rule through audit exception or some other appropriate means that expenditures from funds allocated to Subcontractor were not made in compliance with the terms of this Agreement.

Additionally, Subcontractor agrees that representatives of UNT, upon reasonable notice, will be granted access to work areas so that they may observe and assess operational compliance with the requirements of this Agreement and the Prime Award. UNT agrees that its representatives must comply with Subcontractor's security policies, including criminal background check requirements in order, to access certain work areas.

#### **Article 10. Noncompliance**

If Subcontractor materially fails to comply with a term of this Subcontract, the requirements of the Uniform Guidance, or any applicable regulation, rule, or law, UNT may take one or more of the following actions, as appropriate in the circumstances, provided first that UNT has notified the Subcontractor of such in writing and provided fifteen (15) days for Subcontractor to cure the noncompliance:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor;
- b. Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c. Revoke a prior approval of a cost and its payment and require Subcontractor to refund the unallowable part of the payment in whole or in part within thirty (30) days or offset future reimbursements owed to Subcontractor.
- d. Withhold reimbursement if invoice is late;
- e. Wholly or partially suspend or terminate the current Subcontract; or
- f. Take other remedies that may be legally available.

#### **Article 11. Rights in Data, Copyrights, and Publications**

Subject to the rights of the Sponsor outlined in Article XIII of the Prime Award, title to data, databases or data processing program, excluding copyrighted, licensed and public domain software, first produced or composed by Subcontractor in the performance of work under this Agreement shall be the sole and exclusive property of UNT, who shall have the sole right to determine the disposition of copyrights or other rights resulting there from, provided, however, that UNT shall grant to Subcontractor a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes. Nothing contained in this Agreement shall be deemed to grant either directly or by implication, or otherwise any license under any patents, patent applications or other proprietary interests to any other data of either party.

Both Parties shall be free to publish the results of work under this Subcontract. Title to and the

right to determine the disposition of any copyrights on publications relating to the performance of

the work hereunder shall remain with the publishing party, who shall have the sole right to determine the disposition of those copyrights.

**Article 12. Non-Indemnification**

**Neither party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement. Subcontractor shall take all reasonable precautions in the performance of the work under this Agreement to protect the health and safety of employees and of members of the public and to minimize all hazards to life and property.**

Approval of UNT shall not constitute nor be deemed a release of the responsibility and liability of Subcontractor, its employees, agents or associates for the accuracy and competency of their designs, reports, information, and other documents or services nor shall approval be deemed to be the assumption of such responsibility by UNT for any defect, error or omission in the documents prepared by Subcontractor, its employees, agents or associates.

**Article 13. Notices**

All notices or other communications required or permitted under this Subcontract given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt requested, postage prepaid or by an overnight courier service, or by electronic mail (e-mail, with written verification of receipt, and addressed to the following individuals:

For UNT:

Michael Rondelli  
Associate Vice President  
Research Commercial Agreements  
University of North Texas  
1155 Union Circle #311334  
Denton, Texas 76203-5017  
Telephone: 940-565-4459  
Email: [ResearchContracts@unt.edu](mailto:ResearchContracts@unt.edu)

Dr. Wendy Middlemiss  
University of North Texas  
College of Education  
1300 W. Highland St.  
Matthews Hall, Room 304-H  
Denton, Texas 76203  
Telephone: 940-369-8870  
Email: [Wendy.Middlemiss@unt.edu](mailto:Wendy.Middlemiss@unt.edu)

For Subcontractor:

Claudia Marquez Gomez  
Irving Independent School District  
820 N O'Connor Road  
Irving, Texas 75601  
Telephone: 972.600.6121

Email: [cmarquezgomez@irvingisd.net](mailto:cmarquezgomez@irvingisd.net)

With copy to  
Esther Kolni  
Irving Independent School District  
General Counsel  
2621 W. Airport Frwy  
Irving, Texas 75062  
Email: [ekolni@irvingisd.net](mailto:ekolni@irvingisd.net)

**Article 14. Prime Award**

Subcontractor hereby agrees to abide by all applicable provisions of Prime Award referenced above, which are appended hereto as Attachment C, Applicable Provisions of Prime Contract, and by this reference are made a part hereof for all purposes.

**Article 15. Certifications**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant responsibilities.

By signing this document below as the duly authorized representative of Subcontractor, Subcontractor certifies that neither it nor any of its principals:

- a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, including this transaction, by any Federal department or agency;
- b. is delinquent on the repayment of any federal debt;
- c. is indebted to the State of Texas or has an outstanding tax delinquency; or
- d. have paid or will pay, directly or on their behalf, federal appropriated funds, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an officer of Congress, in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement.

If Subcontractor is unable to certify to any of the statements in this certification, Subcontractor agrees to provide UNT a written explanation within thirty (30) days of the receipt of this Agreement

**Article 16. National Service Criminal History Check**

All Subcontract-funded staff and AmeriCorps Members must undergo National Service Criminal History Checks (NSCHC) in compliance with 42 U.S.C. § 12645g consisting of (1) a nationwide name-based search of the National Sex Offender Public Website (NSOPW); (2) a name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and (3) a fingerprint-based FBI criminal history check. An individual is ineligible to serve in a position that receives funding under this Subcontract if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder.

NSOPW checks must be completed and reviewed prior to the individual's first day of service. State and FBI criminal history checks must be initiated prior to the individual's first day of service

and completed prior to end of service. Upon completion of the NSCHC for each individual, Subcontractor shall provide to UNT a completed National Service Criminal History Verification Form (NSCHC Verification Form), attached as Attachment E, all supporting documentation, and a copy of the individual's signed Member Service Agreement.

**Personnel costs for individuals will not be reimbursed, and may not be credited as “match” expenditures, until UNT has received the NSCHC Verification Form, supporting documentation, and Member Service Agreement. Personnel costs for eligible individuals that are incurred prior to completion of the State and FBI criminal history checks will be reimbursed or credited as match expenditures after receipt of the NSCHC Verification Form.**

**Personnel costs for individuals determined to be ineligible due to results of the NSCHC will not be reimbursed or credited as match expenditures. Instances of non-compliance with the NSCHC requirement will be addressed pursuant to the National Service Criminal History Check Manual, attached as Attachment F.**

**Article 17. Eligibility of Members or Participants**

Prior to an individual’s first day of service, Subcontractor must verify that all Subcontract-funded staff and AmeriCorps members are:

1. U.S. citizens, U.S. nationals, or lawful permanent resident aliens of the United States;
2. At least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 USC § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive; and
3. Have received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless the requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 USC § 1091.

**Personnel costs for individuals who do not meet the above eligibility requirements will not be reimbursed or credited as match expenditures.**

**Article 18. Personally Identifiable Information**

Personally Identifiable Information (PII) is defined as “any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, date and place of birth, mother’s maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.” Subcontractor must ensure that it has procedures in place to prepare for and respond to breaches of PII. Subcontractor will notify UNT immediately if it experiences a breach of PII.

**Article 19. Public Notice of Non-Discrimination**

Subcontractor must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to the program found at §§175 and 176(f) of the NCSA or §417 of the DVSA, and relevant program regulations found at 45 CFR Parts

2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Sample Language is:

*This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service.*

*If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the Subcontractor) or  
Office of Civil Rights and Inclusiveness  
Corporation for National and Community Service  
250 E Street, SW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (email)*

Subcontractor must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations as appropriate. Subcontractor must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, Subcontractor shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

#### **Article 20. Governing Law, Venue, and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of or related to this Subcontract shall be in Denton County, Texas.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by both UNT and Subcontractor to attempt to resolve any and all disputes arising under this Subcontract.

**Article 21. Compliance with Laws**

Subcontractor shall comply with all applicable requirements of all other federal, state and local laws, executive orders, regulations, and policies governing this program.

**Article 22. Amendment**

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties hereto. No modification of this Agreement or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative.

**Article 23. Assignment**

This Agreement may not be assigned in whole or in part without the prior written permission of UNT.

**Article 24. Captions**

The captions to the various articles of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**Article 25. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between the parties related to the work to be performed.

**Article 26. Acceptance of Electronic and Scanned Signatures**

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by an electronic signature platform or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such electronic or scanned signatures must be treated in all respects as having the same effect as an original signature.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature following.

UNIVERSITY OF NORTH TEXAS

IRVING INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Michael Rondelli

Title: Associate Vice President  
Research Commercial Agreements

By: \_\_\_\_\_

Name: Randy Randle

Title: President, Board of Trustees  
Irving Independent School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_

Name: Pamela Campbell

Title: Secretary, Board of Trustees  
Irving Independent School District

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Claudia Marquez Gomez

Title: ESSER HIPPY/HIEPE Programs Strategist  
Irving Independent School District

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Esther Kolni

Title: District General Counsel  
Irving Independent School District

Date: \_\_\_\_\_

**ATTACHMENT A**  
**STATEMENT OF WORK**

Texas HIPPY Corps Initiative 2021-2022

The Texas HIPPY Corps Initiative is a collaborative effort between OneStar National Service Commission, Inc. ("OneStar"); Home Instruction for Parents of Preschool Youngsters ("HIPPY") International; The University of North Texas HIPPY Center ("UNT"); and local agencies/school districts ("SUBCONTRACTOR") implementing the HIPPY program.

Home Instruction for Parents of Preschool Youngsters ("HIPPY") is a multi-faceted program focusing on school readiness for children ages three through five. Parents from targeted communities are recruited to become AmeriCorps Members. Under the supervision and support of a professional, trained HIPPY Coordinator, AmeriCorps Members learn the parenting and in-home teaching skills that enable them to instruct children in reading and better prepare them for school and a lifetime of learning. AmeriCorps infuses the spirit of national service into the HIPPY home visitation model by inspiring parents to volunteer and give back to their community. In addition, AmeriCorps Members become eligible for an Education Award in the amount of Three Thousand One Hundred Seventy Two Dollars and Fifty Cents (**\$3,172.50**) by successfully completing a minimum of 900 hours of service in the Texas HIPPY Corps. Or One Thousand Six Hundred Seventy Eight Dollars and Fifty Seven Cents (**\$1,678.57**) by successfully completing a minimum of 450 hours of service.

UNT agrees to provide the following services to SUBCONTRACTOR:

- 1) UNT will coordinate training and provide support for SUBCONTRACTOR HIPPY Coordinator.
- 2) UNT will provide training and support for AmeriCorps Members.
- 3) UNT will evaluate and report the success of AmeriCorps Members and the HIPPY Program to SUBCONTRACTOR and Sponsor. All data collected will meet the standards of the Institutional Review Board for research rigor and confidentiality.
- 4) UNT will provide required documentation and approvals for Education Awards to Sponsor in a timely manner.
- 5) UNT will provide SUBCONTRACTOR with all required AmeriCorps branded materials.

SUBCONTRACTOR agrees to provide the following services:

- 1) SUBCONTRACTOR HIPPY Coordinator and members will attend required training and annual on-site meetings.
- 2) SUBCONTRACTOR will complete the required criminal background checks as outlined in the AmeriCorps Member Service Agreement.
- 3) SUBCONTRACTOR will ensure that all AmeriCorps members are transitioned from AmeriCorps after a maximum of 4 years.
- 4) SUBCONTRACTOR will recruit, train, and supervise AmeriCorps Members.
- 5) SUBCONTRACTOR will maintain accurate records related to the service of AmeriCorps Members, for seven (7) years after a Member's last term of service, as outlined by UNT on the online Texas HIPPY Backoffice, [www.backoffice.texashippy.org](http://www.backoffice.texashippy.org)

- 6) SUBCONTRACTOR will provide access to aggregate data on current and former students and parents who have participated in the Texas HIPPIY Program during the 2021-2022 school year. Such aggregate student and parent data shall be withheld if the results would reveal personally identifiable information of an individual student based on circumstances where one or more students possess unique or uncommon characteristics (or combination of characteristics). All data collected will meet the standards of the Institutional Review Board for research rigor and confidentiality.
- 7) SUBCONTRACTOR will provide all documents, reports and other information requested or required by UNT or Sponsor in a timely manner.
- 8) SUBCONTRACTOR must be prepared to engage in up to 4 days of on-site visit from UNT staff or peer-exchange at another site, on the recommendation of UNT, paid for by UNT.
- 9) SUBCONTRACTOR will enter HIPPIY family progress data into the online Visit Tracker system and keep updated within a minimum of 4 weeks.
- 10) SUBCONTRACTOR agrees to inform UNT immediately and in writing when a Member is at risk for dropping out of the program (such as being officially reprimanded, giving notice, is suspended or is otherwise dropping out with or without cause).
- 11) SUBCONTRACTOR agrees to display the AmeriCorps logo prominently while administering the program, including displaying the logo on all documents disseminated and requiring members to wear the AmeriCorps logo daily while performing services.

UNT and SUBCONTRACTOR agree to perform services during the period specified in the agreement.

**ATTACHMENT B  
COST ESTIMATE**

See Attached.



**ATTACHMENT C**  
**APPLICABLE PROVISIONS OF PRIME CONTRACT**

- 2021 General Terms and Conditions
- 2021 Specific Terms and Conditions
- 2021 OneStar Terms and Conditions

See Attached.

**These AmeriCorps State and National (AmeriCorps) General Grant Terms and Conditions (General Terms and Conditions) are binding on the subrecipient.** By accepting funds under this award, the subrecipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The subrecipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

*Due to COVID-19, AmeriCorps has provided guidance regarding the applicability, implementation, and enforcement of certain of these terms and conditions. Please refer to the [COVID-19 FAQs](#).*

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## I. CHANGES FROM THE 2020 GENERAL TERMS AND CONDITIONS

Added COVID-19 guidance reference.

Replaced all references to CNCS with AmeriCorps.

Removed all references to AmeriCorps Program and Grants Officers.

Section III.H. – Updated the requirements for acknowledging support.

Section III.P. – Added information about termination of grants under 2 CFR 200.340.

Section IV. – Replaced the attachment with a currently signed version and new AmeriCorps letterhead.

## II. GOVERNING AUTHORITIES

### A. Legislative and Regulatory Authority

This award is authorized by and subject to the National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 et seq.) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 et seq.) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 USC §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' implementing regulations, as applicable.

### B. Other Applicable Terms and Conditions

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

- (1) The Notice of Grant Award and Signature Page;
- (2) These General Terms and Conditions;
- (3) The Program Specific Terms and Conditions;
- (4) The OneStar Terms and Conditions;
- (5) The Notice of Funding Availability;
- (6) The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
- (7) Grant Certification and Assurances.

### C. Order of Precedence

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

## III. GENERAL TERMS AND CONDITIONS

### A. Responsibilities Under Award Administration

(1) **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of OneStar Foundation and AmeriCorps. The recipient is accountable to OneStar Foundation for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of OneStar on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgements and does not shift the responsibility for operating decisions to OneStar or AmeriCorps.

(2) **Subawards.** If authorized by law and permitted by OneStar and AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass-through entities identified at 2 CFR §200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2CFR Part 200 Subpart F.

(3) **Notice to OneStar and AmeriCorps.** The subrecipient will notify the appropriate OneStar Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or subrecipient. OneStar will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Subrecipients should also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. H.

## B. Financial Management Standards

(1) **General.** The recipient must maintain financial management systems that comply with 2 CFR §200.302(b). The recipient's financial management system must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.

(2) **Allowability of Cost.** To be allowable under an award, costs must meet the criteria of 2 CFR §200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally-financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR §200.403(d) and §200.412).

(3) **Cost Reporting.** Recipients financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to OneStar through the Periodic Expense Report (PER). Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. As part of its ongoing fiscal oversight of recipients, AmeriCorps will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects that recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.

(4) **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipients as required by 2 CFR §200 521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

### **C. Changes in Budget or Key Personnel**

All budget and programmatic changes must comply with 2 CFR §200.308 – Revision of budget and program plans. 2 CFR §200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring OneStar and/or AmeriCorps' advance approval.

### **D. Bankruptcy**

The recipient must notify OneStar if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

### **E. Prohibited Program Activities**

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of AmeriCorps funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§12584a and 12634) and section 403 of the DVSA (42 U.S.C. §5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in AmeriCorps' Specific Terms and Conditions and in other guidance.

### **F. National Service Criminal History Check Requirements**

***Please note that section III.F. in AmeriCorps' 2021 General Terms and Conditions has not been updated yet to reflect the New NSCHC Rule. Please see the AmeriCorps website for updated guidance:***

***<https://www.americorps.gov/grantees-sponsors/history-check>***

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving AmeriCorps funds. An individual is ineligible to serve in a position that receives such AmeriCorps funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

*All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:*

- (1) A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
- (2) Either:
  - (a) A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
  - (b) A fingerprint-based FBI criminal history check.

*Special Rule for Person's Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:*

- (1) A nationwide name-based check of the NSOPW; and
- (2) Both:
  - (a) A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
  - (b) A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions which may include disallowance of costs.

#### **G. The Office of the Inspector General**

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste and abuse in AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include evaluating AmeriCorps' compliance with the Improper Payments Elimination and Recovery Act (IPERA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit, and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

#### **H. Recognition of AmeriCorps Support**

- (1) **General Statement.** Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund simply "volunteers."

- (2) **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which recipients and subrecipients should refer and follow. The brand guidelines are available at [www.americorps.gov/brand-resources](http://www.americorps.gov/brand-resources).

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps, and shall prominently display

the AmeriCorps or AmeriCorps Seniors logo. Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

- (3) **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

*This material is based upon work supported by AmeriCorps under Grant No(s) [ ]. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."*

- (4) **Brand Identification Through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate. When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized – including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.
- (5) **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
- (6) **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

#### I. Reporting of Fraud, Waste and Abuse

Recipients must contact the OIG and their OneStar Program Officer ***without delay*** when they ***first suspect***:

- (1) Any criminal activity or violations of law has occurred, such as:
  - (a) Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including AmeriCorps personnel, grantees, or contractors – even if no federal funds or property was involved;
  - (b) Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations;
  - (c) Concealment, forgery, falsification, or unauthorized destruction of government or program records;
  - (d) Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
  - (e) Other misconduct in connection with operations, programs, activities, contracts, or grants; or

- (f) Mismanagement, abuse of authority, or other misconduct by any AmeriCorps personnel.
- (2) Fraud, waste, or abuse.
- (a) Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
  - (b) Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to governmental resources.
  - (c) Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at [hotline@cncsoig.gov](mailto:hotline@cncsoig.gov) or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

**The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.**

#### J. Whistleblower Protection

- (1) This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- (2) An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
- (3) The subrecipient shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

#### K. Liability and Safety Issues

The subrecipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR 200.447, which outlines what insurance costs are allowable.

#### L. Award Monitoring

- (1) **Site Visits.** AmeriCorps may make site visits to review and evaluate subrecipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
- (2) **Desk reviews.** AmeriCorps may conduct desk reviews to make limited verifications of subrecipient compliance with the terms of their award, conduct a review of the subrecipient's general management practices, and identify and practice or procedure that may require further scrutiny.
- (3) **Responding to information requests.** Pursuant to 2 CFR 200.336, AmeriCorps may from time to time request documentation from subrecipients in order to monitor the award or to comply with other legal

requirements, such as the Improper Payments Information Act of 2002, as amended. **Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.**

#### M. Non-Discrimination Public Notice and Records Compliance

- (1) **Public Notice of Non-Discrimination.** The subrecipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§175 and 176(f) of the NCSA or §417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Sample language is:

*Any benefits and terms and conditions of this program, are available to all without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service. [Grantee's name] policy and federal law prohibits reprisal for engaging in protected activity (reporting discrimination or harassment, participating in investigations of such allegations, or intervening to assist those who are subjected to prohibited behaviors), and it will not be tolerated. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service.*

*If you believe that you or others have been discriminated against, or if you want to seek advice, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or*

*Equal Employment Opportunity Office (EEO)*

*Corporation for National and Community Service*

*250 E Street, SW*

*Washington, DC 20525*

*(202) 606-7503*

*eo@cns.gov (email)*

The subrecipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The subrecipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the subrecipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- (2) **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.

- (3) **Records and Compliance Information.** The subrecipient must keep records and make available to AmeriCorps timely, complete and accurate compliance information to allow AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§200.333-200.337 and §200.331(a)(5).
- (4) **Obligation to Cooperate.** The subrecipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by OneStar and AmeriCorps during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

#### **N. Identification of Funding**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs, funded in whole or in part with Federal money, all grantees receiving AmeriCorps funds included, shall clearly state – 1) the percentage of the total costs of the program or project which will be financed with Federal money; 2) the dollar amount of Federal funds for the project or program; and 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### **O. Award Products**

- (1) **Sharing Award Products.** To the extent practicable, the subrecipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
- (2) **Acknowledgement of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program AmeriCorps logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgement and disclaimer appears in any external report or publication of material based upon work supported by this award:

*"This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service under Grant No. . Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps Program]."*

#### **P. Suspension or Termination of Award**

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§200.339 and 200.340 (85 FR 49506, 49559-60) and applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§200.339 and 200.340, provided that such action complies with 2 CFR §200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

#### **Q. Grantee Procurement**

Pursuant to the National Defense Authorization Acts for both Fiscal Years 2017 and 2018, all AmeriCorps grant recipients are authorized to use a micro-purchase threshold of \$10,000 and a simplified acquisition threshold of \$250,000.

#### **R. Trafficking in Persons**

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

- (1) Provisions applicable to a recipient that is a private entity.
  - (a) You as the recipient and your employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award.
- (b) AmeriCorps as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity,
- i. Violates a prohibition in paragraph (a.) of this award term; or
  - ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
    - (A.) Associated with performance under this award; or
    - (B.) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by AmeriCorps at 2 CFR Part 2200.
- (2) Provisions applicable to a recipient other than a private entity. AmeriCorps as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity-
- (a) Is determined to have violated an applicable prohibition of paragraph (1.) (a.) of this award term; or
  - (b) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1.) (a.) (i.) of this award term through conduct that is-
    - i. Associated with performance under this award; or
    - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- (3) Provisions applicable to any recipient.
- (a) You must inform AmeriCorps immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.) (a.) of this award term.
  - (b) Our right to terminate unilaterally that is described in paragraph (1.) and (2.) of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (c) You must include the requirements of paragraph (1.) (a.) of this award term in any subaward you make to a private entity.
- (4) Definitions. For purposes of this award term:
- (a) "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
  - (b) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(c) "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

(A.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

(B.) A for-profit organization.

(d) "Severe forms of trafficking in persons", "commercial sex act", and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**S. System for Award Management (SAM) and Universal Identifier Requirements (Required Provision Under 2 CFR §285.220)**

(1) Requirement for System for Award Management (SAM) : Unless you are exempted from this requirement under 2 CFR § 25.110, you as the subrecipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(2) Requirement for Unique Entity Identifier. If you are authorized to make subawards under this award, you:

(a) Must notify potential subrecipients that no entity (see definition in paragraph 3. Of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. (AmeriCorps' eGrants system requires a DUNS number.)

(b) May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

(3) Definitions. For the purpose of this award term:

(a) System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

(b) Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (AmeriCorps' eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS), a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(c) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

i. A Governmental organization, which is a State, local government, or Indian Tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization; and

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(d) Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(e) Subrecipient means an entity that:

- i. Receives a subaward from you under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

**T. Conflict of Interest**

You must disclose in writing any potential conflict of interest to your OneStar Program or Grants Officer. This disclosure must take place immediately. The AmeriCorps conflict of interest policies apply to subawards as well as contracts, and are as follows:

- (1) As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- (2) None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- (3) If you have a parent or affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

**U. Award Term and Condition for Recipient Integrity and Performance Matters (Required Provision Under 2 CFR §200.210(B)(III) for Grants and Cooperative Agreements of \$500,000 or more)**

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 USC 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and

performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- (a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- (b) Reached its final disposition during the most recent five-year period; and
- (c) Is one of the following:
  - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - iii. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more of reimbursement, restitution, or damages in excess of \$100,000; or
  - iv. Any other criminal, civil, or administrative proceeding if:
    - It could have led to an outcome described in paragraph 2.c.(i)(ii), or (iii) of this award term and condition;
    - It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
    - The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

**(3) Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**(4) Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**(5) Definitions**

For the purposes of this award term and condition:

- (a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- (b) Conviction, for purposes of this award term and condition, means a judgement or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- (c) Total value of currently active grants, cooperative agreements, and procurement contracts includes –

- i. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **V. Breaches of Personally Identifiable Information (PII)**

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your AmeriCorps grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to AmeriCorps and OneStar. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and your OneStar Program Officer.

#### **IV. ATTACHMENT**

##### **Program Non-Harassment and Civil Rights Policy – Nov. 18, 2020**

AmeriCorps (the Corporation for National and Community Service adopted the operating name "AmeriCorps" as of September 29, 2020) has zero tolerance for unlawful harassment of any individual or group of individuals engaged in national service. AmeriCorps is committed to treating all persons with dignity and respect. Our agency prohibits all forms of discrimination and harassment based on race, color, national origin, gender, age (40 and over), religion, sexual orientation, disability (mental or physical), gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information (including family medical history), or military service. All programs administered by or receiving federal financial assistance from AmeriCorps must be free from all forms of discrimination and harassment.

Harassment may include slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation, or any other legally-protected status when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Examples of harassing conduct include but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over, or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, or phone calls; distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing, or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment from anyone, including any AmeriCorps employee or supervisor; a project or site employee or supervisor; a non-employee (e.g., client); a co-worker; a national service participant. Any discrimination or harassment, when identified, will result in immediate corrective action, up to and including, removal or termination of any individual engaging in such misconduct.

All recipients receiving AmeriCorps financial or volunteer assistance, including individuals, organizations, programs, and/or projects are subject to this zero-tolerance policy. Recipients must take immediate corrective action to investigate and rectify any complaints of any discrimination or harassment. Any AmeriCorps awardee permitting discrimination or harassment in violation of this policy will be subject to a finding of non-compliance, which may result in termination of federal financial assistance.

Harassment based on upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, pregnancy, reprisal, genetic information, or military service is unacceptable in AmeriCorps' offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. I expect supervisors and managers of AmeriCorps programs and projects, when made aware of alleged discrimination or harassment by employees, national service participants, or any other individuals, to investigate and take prompt action to effectively address any discrimination or harassment. AmeriCorps prohibits any retaliatory action against a person who raises any discrimination or harassment concerns.

If you believe you have been discriminated against in violation of any civil rights laws, regulations, or this policy, or have been subject to retaliation for opposing discrimination or participating in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, contact the AmeriCorps Equal Opportunity Program (EOP). The EOP may be reached at (202) 606-7503 or [eo@cns.gov](mailto:eo@cns.gov).

The EOP manages national service participant civil rights and harassment concerns. You must contact the EOP within 45 calendar days of an occurrence of discrimination or harassing conduct. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If you choose to pursue another dispute resolution procedure, it does not suspend the 45-day time limit requirement to contact the EOP. Discrimination and harassment claims brought to the attention of the EOP outside 45 calendar days of an occurrence may not be accepted for investigation in a formal complaint of discrimination.



Barbara Stewart  
Chief Executive Officer  
AmeriCorps

**These AmeriCorps State and National (AmeriCorps) Grant Program Specific Terms and Conditions and the General Terms and Conditions, and OneStar Terms and Conditions are binding on the recipient.** By accepting funds under this award, the subrecipient agrees to comply with, and include in all awards and subawards, these Specific Terms and Conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The subrecipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representatives made in support of the approved grant application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these Specific Terms and Conditions.

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## I. CHANGES FROM THE 2020 AMERICORPS GRANT TERMS AND CONDITIONS

For your convenience, AmeriCorps has identified changes from last year's AmeriCorps State grant provisions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all award terms and conditions, because recipients are responsible for knowing, understanding, and complying with all award terms and conditions.

1. Replaced all references to CNCS with AmeriCorps.
2. Section III. Revised to reflect new branding requirements.
3. Section XII.D. Removed notification to Grant Award Specialists
4. Section XIV. Updated the links for the required National Service Criminal History Check training.

## II. DEFINITIONS

The following definitions apply to the entire Grant Award.

- A. Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to AmeriCorps for the use of award funds, or member positions and is bound by the provision of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the AmeriCorps General Terms and Conditions, these Specific Terms and Conditions, the OneStar Terms and Conditions, regulations applicable to the program, and the NCSA.
- B. Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may award planning grants as part of their Formula Cost Reimbursement prime award. Planning Grants do not include member positions. Planning grants are awarded for a maximum of one year and may not exceed \$75,000 per program.
- C. Subrecipient**, refers to an organization receiving an AmeriCorps award or member positions from a recipient of AmeriCorps funds. See 2 CFR §200.93.
- D. Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites.
- E. Program** refers to the activities supported under the award.
- F. Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. Member or participant** means an individual:
  1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
  2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 USC §12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 USC §1091.

H. **NCSA** means the National and Community Service Act of 1990, as amended. See 42 USC §§ 12501-12657.

### III. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM

- A. **Identification as an AmeriCorps Program or Member.** The recipient and subrecipients shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program. Similarly, recipients and subrecipients shall identify all national service members serving in their programs AmeriCorps members.
- B. **The FY 2021 General Terms and Conditions contain all requirements for recognition of AmeriCorps Support.**

### IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment and selection requirements are in AmeriCorps' regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Member Listings/Position Descriptions in the My AmeriCorps Portal.** Programs must list all of their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- B. **Application and Other Fees.** Charging an application or other fee to a prospective member to apply to serve as an AmeriCorps member is not allowed. Programs may charge application fees to prospective members who are applying to their education institution or participating in their academic program if such fees are required of all applicants, but not for applying to serve as an AmeriCorps member. For National Service Criminal History Checks, AmeriCorps has allowed grant recipients to have applicants front the cost as long as applicants are reimbursed for the expense. This is for both applicants that are selected and those that are not.
- C. **Enrollment of selected members.** The My AmeriCorps Portal is the mechanism through which programs enter and update member records, including enrolling a member and recording an individual's start date. Programs must enter applicants into the Portal prior to their first day of service and in sufficient time for AmeriCorps to automatically or manually verify an individual's Social Security Number and citizenship eligibility. Program staff must also certify that the future member's required National Service Criminal History Check components are completed and adjudicated no later than the day before their first day of service. Applicants will not be permitted to enroll in the National Service Trust prior to those steps occurring.

AmeriCorps expects member enrollments to be completed in the My AmeriCorps Portal no later than eight (8) days after the start date of the member. An individual is presumed to be an AmeriCorps member as of the start date reflected in the My AmeriCorps Portal. Programs are responsible for ensuring the data values they enter via the My AmeriCorps Portal are accurate and submitted within the required timeframes. AmeriCorps will rely on the information entered by programs via the My AmeriCorps Portal. The member's start of service date indicated on the Member Service Agreement/Contract should agree with the value entered into the My AmeriCorps Portal.

- D. **Notice to AmeriCorps' National Service Trust.** The recipient must notify AmeriCorps' National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National and/or his designee. All requests for a waiver must be submitted to recipient's OneStar Program Officer.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa.) Failure to report such changes within required time frames may result in sanctions to the recipient, up to and including suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate

electronic system to inform AmeriCorps of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

- E. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- F. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be funding available from AmeriCorps to offset the recipients' cost on a first come, first serve basis. Please email Accommodations@cns.gov for more information.
- G. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps Portal for all members within eight (8) calendar days of the members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.
- H. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.

While programs have up to 30-days to report a member's completion of service, for those individuals intending to re-enroll in AmeriCorps, programs must exit the members before they can be re-enrolled in another term of service.

- I. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.

**Penalties for false information:** Any recipient who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil sanctions. Any individual involved in making a materially false statement may be subject to criminal sanctions. If AmeriCorps determines that the certification of a member's hours is erroneous, the award recipient may be charged for any payment or potential payment from the National Service Trust. In assessing the amount of the charge, AmeriCorps consider the full facts and circumstances surrounding the erroneous or incorrect certification. (see 42 U.S.C. §12602a(b)).

## V. SUPERVISION AND SUPPORT

- A. **Planning for the Terms of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation where the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be

provided to AmeriCorps upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off and must provide each member with sufficient opportunity to make up missed hours.

**B. Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at minimum, the following:

1. Member position description;
2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;
3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or subrecipient;
5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
6. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-Duplication and Nondisplacement;
7. The text of 45 CFR §§ 2520.40-45, which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the subrecipient.

The recipient should ensure that the service agreement is signed on or before commencement of service but the effective date will not be before the member is enrolled in the AmeriCorps Portal.

**C. Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see 45 CFR § 2520.65.):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

8. Providing a direct benefit to-
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

In addition to the above activities, the below activities are additional prohibited:

**Census Activities.** AmeriCorps members are volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps members may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by AmeriCorps. The recipient must ensure that no more than 20 percent of the aggregate of all AmeriCorps member service hours are spent in education and training activities as set forth in 45 CFR § 2520.50.
- E. **Teleservice.** AmeriCorps members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be limited to certain situations. Teleservice – like all service – should have appropriate documentation, supervision, and oversight.

A grantee may determine that teleservice is appropriate based on the situation (e.g. COVID-19 public health emergency) and type of service being delivered (e.g. tutoring via telephonic or video conference). Teleservice is appropriate only when the activity can be meaningfully supervised, and the hours verified independently. If a grantee or subgrantee determines that its AmeriCorps members will be allowed to teleserve, the grantee must establish or update an existing policy to address the following.

1. Expectations of the communication requirements between supervisors and teleserving members
2. Mitigation of the increased risk of time and attendance abuse

3. Appropriate supervision including validation of the activities to be performed (and accompaniment, as necessary), and
4. Verification of hours claimed

Further, the grantee should consider updating its insurance coverage to address legal liability attribution (for the grantee or teleservice member) for incidents that occur during teleservice.

- F. AmeriCorps Members as Team Leaders.** Programs may create positions where AmeriCorps members provide an additional layer of leadership and support for members under certain conditions. All the activities and prohibitions that apply to AmeriCorps members also apply to Team Leaders. Team Leaders are not permitted to act in a staff capacity, including supervising members. Team Leaders must not be responsible for program development and coordination; however, they may assist by providing information and resources on best practices or by helping to develop portions of the programs such as the training curriculum. Under no circumstances should an AmeriCorps member service as a Team Leader be the individual legally responsible for the program or other members.

The Team Leader position description should emphasize activities that involve the member(s) in performing direct service or providing support to members engaged in direct service. Unallowable Team Leader activities include: signing member timesheets; evaluation member performance; disciplining AmeriCorps members; enrolling/dismissing AmeriCorps members; writing and/or signing program reports; managing the program's payroll and budget.

- G. Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for full-time members and an end-of-term written evaluation for less than full-time members. The end-of-term evaluation should address, at a minimum, the following factors:

1. Whether the member has completed the required number of hours;
2. Whether the member has satisfactorily completed assignments; and
3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

- H. Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from AmeriCorps. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from OneStar.

- I. Jury Duty.** The grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.
- J. Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated OneStar Program Officer.

## VI. CHANGES IN MEMBER POSITIONS

- A. Changes that Require AmeriCorps Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or changing

the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from AmeriCorps' Office of Grant Administration as well as written approval and concurrence from OneStar Foundation:

1. A change in the number of member service year (MSY) positions in the award; and/or
2. A change in the funding level of the award.

**B. Changing Types of Unfilled Member Positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:

1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
2. The change does not result in an increase in the value of the education award; and

Changes in types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

**C. Changing a Term of Service for an Enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program.

1. **Full-time.** OneStar Foundation may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. AmeriCorps-provided or funded health care or childcare costs are not available for less than full-time members unless they are serving in a full-time capacity (see section VII.D. and E.). Recipients and subrecipients may not transfer currently enrolled full-time members to less than full-time status simply to provide the member a less-than full-time education award.
2. **Less than Full-time.** AmeriCorps discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. OneStar Foundation may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, AmeriCorps will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
- b. The number of refills reaches five percent of awarded member positions.

Refill member positions may not be transferred between operating sites. Refilled member positions may not be combined with unfilled member positions.

**D. Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

Moving member positions from one formula prime grant to another formula prime grant requires prior approval, via amendments to both prime grants.

- E. **Notice to Childcare and Healthcare Providers.** Recipients and subrecipients must immediately notify AmeriCorps' designated agents, in writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

## VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the recipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The recipient should retain the documentation supporting its determination to release an individual for compelling personal circumstances. In addition to the regulations, the following applies:

***No Automatic Disqualification if Released for Cause:*** A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term-e.g. the individual has decided to take a job offer- but who, otherwise, performed well, would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

***Compelling Personal Circumstance for Pregnancy/Childbirth:*** Pregnancy and/or childbirth could be determined by the grantee to be compelling personal circumstances if the members requests it. The program cannot require a member to justify wanting to leave a term of service for pregnancy. Likewise, a program cannot require that a member leave their term of service due to a pregnancy – that would be an instance of discrimination on the basis of gender in violation of AmeriCorps' anti-discrimination policy. A full-time member might qualify under the Family Medical Leave Act if the member is covered, or the program could suspend the member so that the member can return some time in the future (within 2 years) to complete their term of service.

## VIII. LIVING ALLOWANCES, OTHER IN- SERVICE BENEFITS, AND TAXES

Requirements related to member living allowance and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. **Living Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance to their members.

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible-depending on the specific public assistance program rules-that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at

any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

**C. Taxes and Insurance.**

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or OneStar Foundation to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.
5. **Unemployment Insurance.** The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting OneStar Foundation, legal counsel, or the applicable state agency.

- D. Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. AmeriCorps will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. full-time summer projects) are eligible for healthcare benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through a private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday, May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State programs, who are not provided health insurance options or who are provided short-term limited-duration coverage or self-funded coverage not considered MEC.

Members in the AmeriCorps State programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan.

Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at <http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit [healthcare.gov](https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment/special-enrollment-period/>.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. **Temporary Leave, Healthcare, and Benefits.** If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence and may choose to continue providing health or other benefits to the member during the period of absence. The member may be suspended (via compelling personal circumstances) during the period of temporary leave. If suspended, the member may not receive a living allowance.

The length of the leave should be based on two considerations: (1) the circumstances of the situation; and (2) the impact of the absence on the member's service experience and on the overall program. If the disruption would seriously compromise the member's service experience or the quality of the program as a whole, then the grantee may offer the member the option of rejoining the program in the next class or completely withdrawing from the program.

The Federal Family Medical Leave Act, (FMLA) applies to the full-time staff and members that have served for more than 12 months and at least 1,250 hours when the grantee has 50 or more employees/members at a work/service site per 29 U.S.C. 2611. See 42 U.S.C. 12631; 45 CFR § 2540.220.

- F. **Administration of Childcare Payments.** In general, AmeriCorps will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. AmeriCorps will not cover childcare costs for members who served on a less-than-full-time basis for a sustained period of time, or who have ceased serving. Programs may provide childcare to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also, see the AmeriCorps Childcare Benefits Program website (<https://americorpschildcare.com/>) for more detailed information on childcare benefits.

- G. **Notice to Childcare Benefit Administrators and Providers.** The program must notify AmeriCorps' designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

H. **Time off for Members Serving in the Armed Forces Reserves.** Generally, the Reserve Components of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month (inactive duty/Drill) plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Grantees should continue to pay the living allowance and provide health care and child care coverage for the two-week period of active duty.

Grantees should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. Members may not receive AmeriCorps service hours for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend (inactive duty/Drill) service in the Reserves.

Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active duty service. The compensation regulations governing the Army and Air National Guard may vary by state.

## IX. MEMBER RECORDS AND CONFIDENTIALITY

A. **Recordkeeping.** The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system for providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

B. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). Programs that receive notice that one of their members was not verified – either the member's social security number or their citizenship was not verified – must provide the requested documentation to AmeriCorps or they will not be able to enroll the member in the program.

Enrolling in the My AmeriCorps Portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its

equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Recipients may release aggregate and other non-identifying information and are required to release member information to AmeriCorps and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.
- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.201-.207. See also <https://americorps.gov/grantees-sponsors/history-check> for more information on how to correctly conduct and document the NSCHC. You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.339).

## X. BUDGET AND PROGRAMMATIC CHANGES

- A. **Programmatic Changes.** The recipient must first obtain the prior written approval from OneStar and AmeriCorps Portfolio Manager before making any of the following changes (1-3):
  - 1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
  - 2. Substantial changes in the level of member supervision;
  - 3. Entering into additional sub-awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to OneStar , recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from AmeriCorps.

As soon as practicable, recipients making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with OneStar. While written approval from OneStar and AmeriCorps are not required before making disaster-related programmatic changes, OneStar and AmeriCorps reserve the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

- B. **Program Changes for Formula Programs.** OneStar Foundation is responsible for approving the above changes for state formula programs.
- C. **Budgetary Changes.** The recipient must obtain the prior written approval of the OneStar Foundation Grants Officer and AmeriCorps' Office of Grant Administration before deviating from the approved budget in any of the following ways:
  - 1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 , and 2205. Certain cost items in 2 CFR parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
  - 2. Purchase of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.

3. Unless the AmeriCorps share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by OneStar Foundation and AmeriCorps. The total budget includes both the AmeriCorps and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

- D. **Approvals of Programmatic and Budget Changes.** AmeriCorps' Portfolio Managers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. Portfolio Manager will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Office of Grants Administration (OGA) has been received via a Notice of Grant Award. Programmatic changes also require final approval of AmeriCorps' OGA after written recommendation for approval is received from the Portfolio Manager.
- E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

## XI. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, OneStar and AmeriCorps generally make an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. OneStar and AmeriCorps reserve the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

The member enrollment period is the time period during which a program may enroll individuals as AmeriCorps members. The enrollment period for subrecipients and operating sites may not exceed one year.

## XII. PROGRAM INCOME

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-AmeriCorps share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
  1. The service benefits a for-profit entity,
  2. The service falls within the other prohibited activities set forth in these award provisions, or
  3. The service violates the provisions of 42 U.S.C. § 12637- Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards.** The recipient must notify its OneStar Foundation Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the

award. The OneStar Grants Officer will work with the AmeriCorps Portfolio Manager to determine the disposition of the excess program income.

### **XIII. SAFETY**

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

### **XIV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING**

All recipients and subrecipients must complete AmeriCorps' National Service Criminal History Check (NSCHC) training every year. The AmeriCorps designated e-course provides a thorough overview of the requirements and can be found at: <https://americorps.gov/grantees-sponsors/history-check> unless otherwise notified by AmeriCorps. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

### **XV. FIXED AMOUNT AWARDS**

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount Awards, Professional Corps Fixed Amount awards, and Full-Cost Fixed Amount awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying AmeriCorps National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by AmeriCorps. At closeout, AmeriCorps will calculate the final amount of the award based on Trust documentation. AmeriCorps will recover any amounts drawn down by the recipient in excess of the final award amount allowed based on member selection documentation in the My AmeriCorps Portal.

For full-cost and Professional Corps fixed amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Bi-annually, in some cases quarterly, and at closeout, AmeriCorps will calculate the final amount of the award for the year or the entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

The CARES Act provides flexibilities for fixed amount grants with members affected by COVID-19: c) No Required Return of Grant Funds. – Notwithstanding section 129(1)(3)(A)(i) of the National and Community Service Act of 1990 (42 U.S.C. 12581(1)(3)(A)(i)), the Chief Executive Officer of the Corporation for National and Community Service may permit fixed-amount grant recipients under such section 129(1) to maintain a pro rata amount of grant funds, at the discretion of the Corporation for National and Community Service, for participants who exited, were suspended, or are serving in a limited capacity due to COVID-19, to enable the grant recipients to maintain operations and to accept participants.

These OneStar Foundation AmeriCorps Terms and Conditions are binding on the subrecipient. By accepting funds under this award, the subrecipient agrees to comply with, and include in all awards and subawards, these OneStar Terms and Conditions, all applicable Federal statutes, regulations, guidelines and FAQs, and any amendments thereto. The subrecipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term Recipient is used to connote either Recipient or subrecipient, as appropriate, throughout these OneStar Terms and Conditions.

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## I. DEFINITIONS

The following definitions apply to the entire Grant Award.

- A. **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- B. **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- C. **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the subrecipient and the subrecipient and its Program subrecipient, if applicable. This definition also includes interactions between the subrecipient and an entity designated by the Commission for this purpose.
- D. **Commission** means the OneStar National Service Commission (also known as the recipient); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/>
- E. **Agency** means AmeriCorps, the federal agency. The Agency may be accessed at <https://americorps.gov/>
- F. **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the subrecipient to put the subrecipient at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- G. **eGrants** is AmeriCorps' web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at <http://www.americorps.gov/egrants/index.asp>
- H. **Performance Measures** are measurable indicators of a program's performance as it relates to member service activities.
- I. **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- J. **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- K. **Program Subrecipient** refers to an organization receiving AmeriCorps grant funds from a subrecipient. The Program subrecipient carries out in part or in whole, a National Service Program, described in the NCSA (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the terms and conditions of this Grant.
- L. **Term of Service** means an AmeriCorps member's term of service, which is defined by OneStar as the federally mandated minimum hours required *in addition to* the duration of service and any other program-specific requirements that a member contractually committed to complete in order to successfully earn an education award as part of his or her signed Member Service Agreement (MSA). The duration of the Term of Service must fall within the subrecipient's approved budget period. Changes to a member's Term of Service requirements must be agreed upon in writing by both the member and subrecipient but may not include changes to the federally mandated minimum hours. For OneStar-funded subrecipient, any proposed changes to a member's duration of service or service dates must be clearly outlined and in alignment with the eligibility criteria and process described in OneStar's Duration of Service Waiver request form and approved in advance by OneStar for a member to successfully earn an education award.

## II. GENERAL TERMS

- A. The subrecipient agrees to provide services to the Commission as specified in the final Commission approved application for funding. The subrecipient agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions.

- B. The subrecipient represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the subrecipient has obligated itself to perform, under this grant award.
- C. To the extent allowed by the Constitution and the laws of the State of Texas, the subrecipient agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
  - (1) from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
  - (2) from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the subrecipient in the performance of this Grant Award.
- D. Both parties agree that all powers not explicitly vested in the subrecipient by this Grant Award remain with the Commission.
- E. The subrecipient must notify the Commission within ten (10) business days of the occurrence of any change in the subrecipient's key personnel assigned to the grant project (Primary Fiscal contact, Primary Program contact or Legal Authorized Signatory), significant changes affecting the subrecipient's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the subrecipient.
- F. If any part of this Grant Award is held unenforceable, the rest of the Grant Award must nevertheless remain in full force and effect.
- G. Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

### III. CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto and will become effective on the date designated by such law or by regulation.
- B. Any changes, deletions, extensions, or amendments to this Grant Award must be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, will be invalid.

### IV. PROGRAM SUBAWARDS, CONTRACTS, AND PARTNERSHIP AGREEMENTS

- A. The subrecipient must ensure that the performances rendered under all such program subawards, contracts, or partnership agreements are rendered in compliance with all the terms and conditions of this Grant Award as if the performances rendered were rendered by the subrecipient.
- B. The subrecipient's responsibilities extend to oversight of its subawards, contracts, and/or partners and their financial and program duties as an agent of the subrecipient under this Grant Award.
- C. The subrecipient must conduct monitoring and oversight activities on a routine basis, on site, virtually using electronic communications, or a combination of these approaches.
- D. The subrecipient must document its oversight of its subawards, contracts, and/or partners and these records must be made available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to AmeriCorps require.
- E. Require through contract (or like) agreement that subawards, contracts, and/or partners make all documents, papers, and records relevant to the work performed available to the Commission and/or AmeriCorps or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subawardee, subcontractor and/or partner in accordance with Section V of the OneStar Terms and Conditions.

- F. Require each of its subawardees, subcontractors and/or partners to be subject to the examination and audit of the Commission or its duly authorized agents and must retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the subrecipient as required in Section XV. Retention and Accessibility of Records of the 2021 OneStar Terms and Conditions; and
- G. The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program subrecipient's final expenditure report for the Program.

## V. MONITORING AND EVALUATIONS

- A. To fulfill its fiduciary responsibilities and programmatic obligations, the Commission must conduct oversight activities under this Grant Award.
- B. The Commission must conduct monitoring on a routine basis utilizing the Commission's risk assessments.
- C. The Commission must conduct oversight activities from the Commission offices, on site at the subrecipient's offices, virtually using electronic communications, or a combination of these approaches.
- D. When the Commission conducts monitoring of the subrecipient, preliminary results will be provided to the subrecipient before the evaluation is concluded and the findings are published.
- E. The subrecipient must implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Grant Award. The subrecipient's responsibilities in this regard extend to oversight of its Program subrecipients and their financial and program duties as an agent of the subrecipient under this Grant Award.
- F. The subrecipient must document its oversight of its Program subrecipients and these records must be made available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to AmeriCorps require.

## VI. ENFORCEMENT

- A. To assure subrecipient adherence to Agency and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- B. The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
  - (1) Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
  - (2) Development and implementation of a corrective action plan. At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the subrecipient through a corrective action plan.
  - (3) Formal notification to the subrecipient's executive staff (individual(s) indicated as the Legal Authorized Signature in the submitted Authorized Representative Form) of the subrecipient's failure to timely and appropriately respond to the Commission's request or directive;
  - (4) Formal notification to the subrecipient's governance body (including but not limited to the Board of Directors, Department Chair, Executive Director, etc.) of the subrecipient's failure to timely and appropriately address the Commission's request or directive;
  - (5) Withholding of some or all of a subrecipient payment when the subrecipient's non-compliance puts the Commission at risk of an Agency financial penalty or sanction; and
  - (6) Suspension and/or Termination of the grant award, in whole or in part. **See also Section III.P of this grant award's 2021 General Terms and Conditions for additional requirements surrounding Suspension and Termination.**

- C. To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the subrecipient in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of subrecipient performance.
- D. The subrecipient may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the subrecipient. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- E. The Commission must provide technical assistance to the subrecipient in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- F. The Commission and the subrecipient agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors will be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of a corrective action plan. A corrective action plan requested by the Commission is considered a contractual deliverable and is binding upon the subrecipient at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

**VII. GENERAL FISCAL ADMINISTRATION**

- A. The subrecipient must maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- B. Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission’s obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission’s liabilities hereunder.
- C. The Commission will not be liable to the subrecipient for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- D. The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.
- E. In the case of an additional obligation or de-obligation of funds, the Commission will provide written notification to the subrecipient in the form of either a letter of notification or a grant award amendment.
- F. The subrecipient understands and agrees that it will be liable to repay to the Commission any funds determined by either the Commission or the subrecipient to be expended in violation of the terms of this Grant Award subject to the following conditions:
  - (1) The subrecipient will be liable for such funds and must repay such funds even if a Program subrecipient made the improper expenditure.
  - (2) If the subrecipient determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the subrecipient must notify the Commission no later than five (5) working days from this determination.
  - (3) All repayments made by the subrecipient must be from non-federal funds.
  - (4) Failure to repay such funds within thirty (30) calendar days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- G. The subrecipient must obtain approval from the Commission prior to incurring costs for budget line items not initially included in the approved budget. Submission of a budget change request alone does not guarantee

approval. See also Section XII of this grant award's 2021 Specific Terms and Conditions additional requirements surrounding Budget and Programmatic Changes.

## VIII. AUDITS

- A. Subrecipients must submit an independent audit and financial statements, along with a copy of the management letter issued by the auditor, to the Commission within nine months after the organization's fiscal year end.
- B. Subrecipients that are required to, must submit audits required under Office of Management and Budget Single Audit, to the Commission, within nine months after the organization's fiscal year end.
- C. The Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- D. The subrecipient agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The subrecipient further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as requested. The subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program subrecipients through the Program and the requirement to cooperate is included in any subcontract it awards.

## IX. FIDELITY BOND OR CRIME POLICY

- A. The subrecipient, unless it is an Institution of Higher Education or State/ Local Government Agency, must obtain a Fidelity Bond or Crime Policy equal to or greater than the grant award amount. If the subrecipient's current coverage is lower than the grant amount, the subrecipient must amend the coverage to reflect the grant amount. In addition, OneStar Foundation must be named as a third party loss payee.
  - (1) The subrecipient receiving the Grant Award is named as a third party loss payee (but does not necessarily need to be the sole loss payee). This insurance must cover the dishonest acts of all employees, volunteers, officers and directors.
  - (2) Subrecipient may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- B. The subrecipient must keep the Fidelity Bond or Crime Policy current from the start date of the budget period to six months after the date of final reimbursement.
- C. If the subrecipient Bond or Policy does not meet the criteria above, the subrecipient may submit a waiver request for OneStar's consideration by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by subrecipient and also appropriate to the internal controls in place by the subrecipient.

## X. MATCHING REQUIREMENTS

- A. Subrecipients must refer to OMB Cost Principles 2 CFR Part 200, Subpart E for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- B. Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the subrecipient may not include the value of direct community service performed by volunteers. However, the subrecipient may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.

- C. Match funds are the funds that subrecipients are required to attain from other sources to provide additional support to this Program. Subrecipients must adhere to all approved budgeted match levels as stated in the subrecipient's approved eGrants application unless prior written approval is granted by the Commission.
- D. Subrecipients utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant.
- E. Subrecipients must report the amount and sources of federal funds, other than those provided by AmeriCorps, used to carry out its program. This includes other federal funds expended by Program subrecipients and operating sites. This information must be reported on the AmeriCorps Financial Report (AFR).
- F. Subrecipient match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources must be reported in the period they are earned.

## **XI. PROGRAM INCOME**

- A. In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a subrecipient to utilize the addition method for program income. Under the addition method, a subrecipient would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Subrecipients must request and gain approval from OneStar prior to utilizing program income in this manner.
- B. Program income must be accounted for, reported and expended by the subrecipient in the budget period in which it is earned except with prior approval by OneStar.
- C. Subrecipients must disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- D. See also Section III.P of this grant award's 2020 General Terms and Conditions additional requirements surrounding Suspension and Termination.

## **XII. PAYMENT OBLIGATIONS**

- A. In consideration of the subrecipient's full and satisfactory performance as specified in the Application for Funding, the Commission agrees to pay the subrecipient in an amount equal to the actual allowable costs incurred by the subrecipient, not to exceed the amount awarded to the subrecipient by the Commission, in rendering such performance. The Commission utilizes the right to retain two percent (2%) of the Federal share of this Grant Award.
- B. Requests for reimbursement may be submitted to the Commission as frequently as semi-monthly and as infrequently as quarterly. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement must only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.
  - (1) Requests for reimbursement must be received by the Commission within 30 calendar days of the end of the period covered by the request.
  - (2) Payments will be made chronologically based on the period covered.
- C. The subrecipient must submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the subrecipient's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the subrecipient, the subrecipient must include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
  - (1) Subrecipients are required to submit information pertaining to the expenditures of non-AmeriCorps funds used as match including all fee for services under this grant.

- D. The Commission will not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
- E. The Commission will not be liable to the subrecipient for costs incurred and/or performances rendered by the subrecipient before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section VI. Enforcement of this grant award's 2021 OneStar Terms and Conditions and Section III.P of this grant award's 2021 General Terms and Conditions surrounding Suspension and Termination, unless specifically approved in writing by the Commission.
- F. The Commission will not be liable for any costs incurred by the subrecipient in the performance of this Grant Award which have not been billed to the Commission within thirty (30) calendar days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- G. The Commission will make funds available within thirty (30) calendar days as reimbursements to the subrecipient upon receipt by the Commission of a proper and verified statement of current allowable costs in accordance with 2 CFR 200.305 (b)(3).

### **XIII. RIGHTS IN DATA**

- A. Excluding copyrighted, licensed and public domain software, the subrecipient grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- B. The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.
- C. The subrecipient has the responsibility to obtain from the Program subrecipients all data and rights therein necessary to fulfill the subrecipient's obligations to the Commission under this Grant Award. If a Program subrecipient refuses to accept terms affording the Commission such rights, the subrecipient must promptly bring such refusal to the attention of the Commission.

### **XIV. DISASTER PREPAREDNESS, RESPONSE AND RECOVERY**

- A. OneStar Foundation requires the availability of AmeriCorps Texas members to support disaster response and/or recovery efforts as needed by the State of Texas. Waivers to this requirement will be considered on a case-by-case basis for programs that can demonstrate that this requirement would cause undue hardship or be otherwise unreasonable for reasons related to specific program design (for example, programs designed to enroll members who are under the age of 18 or who are full-time students).
- B. OneStar serves as the primary point-of-contact for national service resources in Texas during times of disaster and may receive requests for support from governmental or non-governmental partner(s), including Texas Division of Emergency Management (TDEM) and Voluntary Organizations Active in Disaster (VOAD). If OneStar receives such a request, OneStar may require members to activate or deploy to provide disaster response and recovery service. When possible, OneStar will first seek members for activation or deployment on a voluntary basis. OneStar uses the following definitions for member activation and deployment:

- (1) Member Activation: Members participate in OneStar determined disaster response and recovery within their service area. This may involve virtual service opportunities or in-person service opportunities. This may include service opportunities outside of the member's standard service hours or in place of their standard service duties.

- (2) **Member Deployment:** Members deploy outside of their service area to participate in OneStar determined disaster response and recovery activities.

In the event of a member activation, service activities are likely to include remote opportunities such as supporting virtual call centers or social media monitoring. Member activation and member deployment opportunities may include assisting organizations with: volunteer reception centers (ex: registering spontaneous volunteers, data entry), donations management (ex: sorting, inventorying and/or distributing donations), shelter operations, feeding, clean-up (mucking & gutting), and/or debris removal. If members are activated or deployed by OneStar, service hours spent in response to that event may be counted towards the total required member hours of a given member.

- C. Subrecipients must provide all members with basic training on disaster preparedness, response, and recovery. OneStar will make training materials available for subrecipient's use to meet this requirement, or subrecipients may partner with local (city/county) emergency managers, members of their local or state VOADs (Voluntary Organizations Active in Disaster), the Texas Division of Emergency Management (TDEM), or similar agencies. If member support is requested, OneStar will ensure that members are provided with task-specific training and supervision by the governmental or nongovernmental entity that has requested support.

## **XV. RETENTION AND ACCESSIBILITY OF RECORDS**

- A. The subrecipient must maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section must not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- B. The subrecipient's employee and applicant records must be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- C. The subrecipient must retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Agency grant under which the subrecipient is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records must be retained until the discrepancy is resolved and final action is taken.
- D. The subrecipient must grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The subrecipient must cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to (a) AmeriCorps, (b) the Office of the Inspector General, (c) the Commission, (d) other state and federal auditing agencies, or (e) any duly authorized representative of the above named agencies as deemed appropriate by the Commission (as applicable).
- E. The Commission will make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access must continue as long as the records are retained by the subrecipient.

## **XVI. NATIONAL SERVICE CRIMINAL HISTORY CHECKS**

- A. Subrecipient must use the following vendors for conducting all components of National Service Criminal History Checks (NSCHCs) on all covered positions:
- 1) Truescreen: National Sex Offender Public Website (NSOPW), State of Service, State of Residence (if applicable)
  - 2) Fieldprint: FBI Fingerprinting check (if individual has recurring access to vulnerable populations)
- B. Subrecipient must utilize OneStar's NSCHC Verification Form to document National Service Criminal History Checks for all covered individuals.

**XVII. TRAINING AND EVENTS**

- A. The subrecipient must participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the subrecipient’s performance record.
- B. The subrecipient must send the Primary Program and Primary Fiscal contacts as designated in the Authorized Representative Form (ARF) to all mandatory trainings and events, unless otherwise noted below. If the Primary contacts are unavailable to attend a mandatory training or event, subrecipients may propose to send a Secondary Program or Fiscal contact in their place as substitutes, as deemed appropriate by OneStar. Substitute attendees for mandatory events must be approved in advance by OneStar Program and Grants Officers. Details on events will be disseminated as the Commission obtains additional information.
- C. Following is the list of 2021- 2022 trainings and events for OneStar subrecipients. Due to public health concerns from COVID-19, OneStar may choose to move any of the in-person events/trainings to a virtual setting.

<b>Date</b>	<b>Training Event</b>	<b>Location</b>	<b>Attendance/Participation Expectation</b>
February/March 2022	AmeriCorps Texas Grantee Meeting	Austin, TX	Mandatory
Fall 2021, Spring 2022, Summer 2022 <i>(exact dates TBD)</i>	New AmeriCorps Staff Orientation	Austin, TX	Mandatory for any Primary Fiscal and Program Staff listed on the AmeriCorps ARF within the first year of being assigned.
March 6-12, 2022	AmeriCorps Week	Regional	Mandatory
April 5, 2022 <i>(tentative)</i>	National Service Recognition Day	Regional	Mandatory
June 1-3, 2022	National Service Regional Training	Albuquerque, NM	Strongly Encouraged
Bi-Monthly <i>(3<sup>rd</sup> Thursday of even months at 1pm CT)</i>	Commission Sponsored Webinars – Updates from the Field Call	Virtual <i>(via webinar)</i>	Mandatory
Bi-Monthly <i>(Odd months, exact time varies)</i>	Commission Sponsored Conference Calls – Individual Program Calls	Virtual <i>(via phone)</i>	Mandatory for Primary Program Staff listed on the AmeriCorps ARF
Bi-Monthly <i>(2<sup>nd</sup> Thursday of odd months at 1pm CT)</i>	Commission Sponsored Webinars – Fiscal Update Calls	Virtual <i>(via webinar)</i>	Mandatory for Primary Fiscal Staff listed on the AmeriCorps ARF

- D. Mandatory events require full participation. Failure to participate fully in mandatory events will become part of the subrecipient performance report and will result in the issuance of a Notice of Noncompliance. Full participation is defined by:
  - (1) Participants attend all scheduled sessions (plenary and breakout) in full (from scheduled start to end time);
  - (2) Participants are actively engaged in all sessions (plenary and breakout) and activities;

- (3) Participants maximize all opportunities for learning, sharing and networking; and
  - (4) Subrecipients must be responsible for all materials presented. OneStar will provide sufficient notice to subrecipients regarding the content of any events such that the subrecipient may ensure that the appropriate staff person is in attendance.
- E. The subrecipient must participate in such additional periodic, or ad-hoc initiatives, events, webinars, conference calls, or trainings as deemed necessary by the Commission. The Commission's request must provide a reasonable amount of advance notice, in consideration of the nature of the required participation. Failure to participate in full as required will become part of the subrecipient performance record and will result in the issuance of a Notice of Noncompliance.

**XVIII. REPORTING REQUIREMENTS**

- A. The subrecipient is responsible for the timely submission of periodic financial and progress reports during the budget period and a final financial report.
- B. **AmeriCorps Progress Reports (APR).** Subrecipients must complete and submit progress reports using the appropriate electronic system to report on progress toward achievement of its approved performance targets.

Due Date	Reporting Period Covered
11:59:59 PM CST, April 7, 2022	Start of grant through March 31
11:59:59 PM CST, September 30, 2022	Start of grant through end of budget period.

- C. **AmeriCorps Financial Reports (AFR).** The subrecipient must complete and submit financial reports in the appropriate electronic system to report the status of all funds. This includes submitting the Program Income Certification. The subrecipient must submit timely cumulative financial reports in accordance with AmeriCorps guidelines according to the following schedule:

Due Date	Reporting Period Covered
11:59:59 PM CST, April 7, 2022	Start of grant through March 31
11:59:59 PM CST, 45 calendar days after grant period ends  <i>For example, for grants ending on July 31, 2022, the Final AFR will be due on September 14, 2022.</i>  <i>For grants ending on August 31, 2022, the Final AFR will be due on October 15, 2022.</i>	Start of grant through end of budget period.

- D. **Reporting Other Federal Funds.** The subrecipient must report the amount and sources of federal funds, other than those provided by AmeriCorps, claimed as matching funds. This includes other federal funds expended by subawardees and operating sites and claimed as match. This information must be reported annually on the final financial report. Fixed Amount grantees are not required to report this information.
- E. **Requests for Extensions.** Each subrecipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the subrecipient, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report.
- F. The subrecipient must submit such additional periodic, grant award closeout, monitoring, grant making, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The

Commission's request must provide a reasonable time of response, in consideration of the nature and availability of the information requested.

- G. Failure to submit any report or document in full as required will become part of the subrecipient performance record and will result in the issuance of a Notice of Noncompliance.

**ATTACHMENT D  
SUBRECIPIENT MONITORING**

**See Attached**

This form is writable. Tab through the fields and complete. Once all fields have been completed, print, sign and return.

THE UNIVERSITY OF NORTH TEXAS  
Subrecipient Monitoring Form

OFFICE OF GRANTS & CONTRACTS ADMINISTRATION **TNT**

Part 1 - SUBRECIPIENT (Please check all applicable boxes)

Revised 07.08.2014

ALL of the fields MUST be completed; else, it may delay processing of pending Subagreement.

- U.S. Non-Profit, Educational Institution, or State/Local Government entity subject to:
  - 2 CFR 200, Subpart F; OR,  Exempt since we expended  $\leq$  \$750,000 of Federal Funds during this Fiscal Year.

- U.S. For-Profit entity, Sole Proprietor, Independent Contractor or Foreign entity:
  - With OR  Without FEDERAL awards and we certify we comply with:
    - FAR Part 30 or 31; OR,
    - Generally Accepted Accounting Principles or financial standards and internal controls for sound business practices and where our signature below certifies that the cost estimates and prices we provide to University of North Texas are not greater than those prices charged our most favored customers for like quantities and conditions of sale.

Legal Name of Subrecipient: \_\_\_\_\_

Subrecipient's Financial Point of Contact: \_\_\_\_\_  
(This should be the person within YOUR institution/organization/business responsible for maintaining your audit reports)

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + 4: \_\_\_\_\_ Country: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Congressional District \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Financial Fiscal Year: \_\_\_\_\_ to \_\_\_\_\_ Employer Identification Number (EIN): \_\_\_\_\_  
month/day/year month/day/year

Commercial and Governmental Entity (CAGE) or NATO CAGE (NCAGE) Code: \_\_\_\_\_ DUNS + 4 number: \_\_\_\_\_

System for Award Management (SAM): Yes  No  Registration Valid until: \_\_\_\_\_

Part 2 - Representation of Financial Statements & Controls

Please check the appropriate item and provide any required reports, as applicable:

- Our audit report for the subject fiscal year has been completed and there
  - were  were not material weakness(es) or instances of noncompliance, significant deficiency(ies), and/or findings regarding financial internal controls and any or all  did or  did not relate to any subaward(s) from The University of North Texas. Please provide a copy of the audit report, or provide a website where it can be accessed.
- Our audit report for the subject fiscal year has not yet been completed. We expect the audit to be completed on \_\_\_\_\_ (insert date). Within thirty (30) days of completion, we will advise you of the results.
- No audit report as a Sole Proprietor or Other Entity, but we adhere to Generally Accepted Accounting Principles or financial standards and internal controls for sound business practices.

Authorized Official's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Office of Grants & Contracts Administration Only

**ATTACHMENT E**  
**NATIONAL SERVICE CRIMINAL HISTORY CHECK**

**See Attached.**



# NATIONAL SERVICE CRIMINAL HISTORY CHECK VERIFICATION FORM

## Applicant Information

Name must match the government-issued photo ID used to verify identity – Documentation of ID number maintained on this form

Last Name	First Name	MI
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Position Title	Start Date
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Level of Access (choose one)  **Recurring** Access to Vulnerable Populations  
 **Episodic or No** Access to Vulnerable Populations

Is this individual serving a consecutive term with break in service of less than 120 days?	<input type="checkbox"/> No <input type="checkbox"/> Yes	If you responded Yes, when was the end date of previous term?
--	---	---

UNT HIPY staff member has verified the candidate's identity using a government-issued photo ID.

ID #: \_\_\_\_\_ Type of ID: \_\_\_\_\_

ID Date of Issue: \_\_\_\_\_ **AND** \_\_\_\_\_

UNT HIPY has confirmed that (Service Site) has verified the applicant's identity with government-issued photo ID and is maintaining identification documents.

Date Confirmed	Staff Signature X	Staff Name Printed
----------------	----------------------	--------------------

Date Confirmed	Staff Signature X	Staff Name Printed
----------------	----------------------	--------------------

## Statement of Consent

To be obtained prior to initiating State & FBI checks

Consent form containing signed statement from applicant agreeing to undergo the National Service Criminal History Checks and confirming that the applicant understands selection is contingent upon the outcomes of the checks, is attached.

Date Consent Form Signed \_\_\_\_\_

UNT HIPY has confirmed with (Service Site) written consent was obtained from the applicant prior to running criminal history checks.

Date Confirmed \_\_\_\_\_

## National Sex Offender Public Website (NSOPW) Check

Must initiate and complete prior to the first day of service or work

Website of Source Used  
<http://www.nsopw.gov>

- Please check the boxes to confirm the following:
- Screenshot/printout from NSOPW check results that includes the date/timestamp for when the search was performed is attached.
  - All states, territories & Indian Country reported in NSOPW check. If any registries were not reporting at the time of search, documentation that the non-reporting registry was searched directly **OR** a second NSOPW search conducted when the missing registry was present is attached.
  - If the NSOPW search returned any results, documentation of adjudication that shows the candidate is not one of those listed is attached.

Date Performed	Staff Signature X	Staff Name Printed
----------------	----------------------	--------------------

Date Adjudicated	Staff Signature X	Staff Name Printed
------------------	----------------------	--------------------

Results of Review (choose one)  
 **Eligible** for service based on results of NSOPW check  
 **Ineligible** for service based on results of NSOPW check

**State of Service & FBI Fingerprint-Based Check**

**(Service Site) Clearance Letter**

*Must initiate no later than the first day of service or work and complete prior to end of service or work*

Pre-Approved Alternative Search Procedures (ASPs) as of January 4, 2016  
**Maintaining Clearance Letters in Lieu of Actual NSCHC Results**

UNT HIPPY maintains a written agreement with (Service Site), which conducts criminal background checks through the Texas Department of Public Safety and national FBI fingerprint-based criminal history results through the FACT Clearinghouse that satisfies the State of Service / FBI check / State of Residence check (for all Texas residents) components of the NSCHC. The agreement specifies that any individual registered, or required to be registered, on a sex offender registry or was convicted of murder will not be cleared to participate in the program under any circumstances.

State of Service  
**Texas**

Please check the boxes to confirm the following:  UNT HIPPY has confirmed with (Service Site) that the member was checked and cleared for service.  
 A copy of the signed and dated clearance decision is attached.

Date of Clearance Decision

Date Initiated	Staff Signature X	Staff Name Printed
Date Reviewed	Staff Signature X	Staff Name Printed

Results of Review (choose one)  **Eligible** for service based on clearance letter  
 **Ineligible** for service based on clearance letter

**State of Residence Check**

*Must initiate no later than the first day of service or*

*work and complete prior to end of service or work*

The applicant's state of residence is **Texas**. The State of Residence check requirement is satisfied by the State of Service check above. The following section is intentionally left blank.

State of Residence	Repository Checked	
Website of Repository Used	Does state law prohibit keeping results? (choose one)	<input type="checkbox"/> No – Results kept <input type="checkbox"/> Yes – Results <b>NOT</b> kept
Date Initiated	Staff Signature X	Staff Name Printed
Date Completed/Reviewed	Staff Signature X	Staff Name Printed

Results of Review (choose one)  **Eligible** for service/work based on results of State of Residence check  
 **Ineligible** for service/work based on results of State of Residence check

**Accompaniment**

Is accompaniment necessary for this individual? (choose one)  No  
 **Yes**

If you responded **Yes**, please check the boxes to confirm the following:  
 Documentation of each instance of accompaniment during service or work with vulnerable populations is attached.  
 Persons who provided accompaniment have been cleared in their positions.

**Consideration of Results**

*To be completed by authorized program staff*

*after all required checks have been completed and reviewed*

Statement of Eligibility (choose one)  This individual has been deemed **eligible** for service/work with UNT HIPPY AmeriCorps Program  
 This individual has been deemed **ineligible** for service/work with UNT HIPPY AmeriCorps Program

I certify the results of these checks have been kept confidential, the program has paid for the checks, and the program has allowed the individual the opportunity to review any findings from the checks.

Date of Consideration

Authorized Program Staff Signature

Authorized Program Staff Name Printed

X

**ATTACHMENT F**  
**NATIONAL SERVICE CRIMINAL HISTORY CHECK MANUAL**

See Attached.




**AmeriCorps**

# **National Service Criminal History Check (NSCHC) Manual**

Effective May 1, 2021

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250 E Street SW  
Washington, D.C. 20525  
202-606-5000/ 800-942 2677A

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## Change Log

This table lists all the changes made in the most recent revision of this document. See Previous Change Logs for a full list of changes.

#	Date	Section and Page #	Change
16	5/1/21	Throughout	Links updated to reflect new site: <a href="https://americorps.gov/grantees-sponsors/history-check">https://americorps.gov/grantees-sponsors/history-check</a>
17	5/13/21	Throughout	Previous Change log moved to external document
18	5/13/21	Throughout	Links updated to reflect regulations: <a href="https://ecfr.federalregister.gov/current/title-45/subtitle-B/chapter-XXV/part-2540/subpart-B">https://ecfr.federalregister.gov/current/title-45/subtitle-B/chapter-XXV/part-2540/subpart-B</a>
19	6/29/21	Appendix A: National Fingerprint File States Pre-Approved Waiver	NFF Pre-approved waiver was updated to reflect that Vermont participates in the NFF.
20	8/31/21	Appendix A: National Fingerprint File States Pre-Approved Waiver	NFF Pre-approved waiver was updated to reflect that Connecticut participates in the NFF.

## National Service Criminal History Checks (NSCHC)

The NSCHC is a screening procedure established by law to protect the beneficiaries of national service. NSCHCs have three components:

- A nationwide name-based check of the National Sex Offender Public Website (NSOPW). The NSOPW (<https://www.nsopw.gov/>) is a centralized system that identifies people who are registered as sex offenders in states, territories, and with many federally recognized Tribes,
- A name- or fingerprint-based search of the statewide criminal history registry in the candidate's state of residence and in the state where the person will serve or work, and
- A fingerprint-based FBI check

NSCHC requirements are baseline screening procedures. Organizations should institute a holistic framework for safeguarding beneficiaries of service.

Safeguarding beneficiaries involves more than screening for criminal history. It includes taking additional actions to ensure the health and safety of beneficiaries, such as having clear guidelines on interactions between individuals, policies, and procedures on appropriate behavior and how to respond to noncompliance with those policies.



## Grant recipients or subrecipients required to comply with the NSCHC

Organizations that receive one of the following grants, as a recipient or subrecipient, must conduct NSCHCs:

- Operational grants provided by AmeriCorps State and National
- Foster Grandparent Program Grants
- Retired Senior Volunteer Program Grants
- Senior Companion Program Grants
- Senior Demonstration Program Grants that receive funding from AmeriCorps
- Martin Luther King, Jr. Day of Service Grants
- September 11<sup>th</sup> Day of Service Grants
- Social Innovation Fund Grants
- Volunteer Generation Fund Grants
- AmeriCorps VISTA Program Grants
- AmeriCorps VISTA Support Grants

All grant program provisions, laws and regulations, including the requirement to perform the NSCHC, applies to any subrecipients or of grant recipients identified in the aforementioned list. This requirement applies no matter how large or small the dollar amount of the sub-award, or whether the costs are covered by AmeriCorps federal funds or, in the case of cost-reimbursement grants, non-federal matching funds.

## Individuals required to comply with NSCHC

The following individuals, who serve or work under a grant subject to NSCHC requirements, must have an NSCHC:

- AmeriCorps members serving in State and National programs
- AmeriCorps Seniors volunteers serving in the Foster Grandparent program who receive a stipend
- AmeriCorps Seniors volunteers serving in the Senior Companion program who receive a stipend
- Individuals in positions in which they will receive a salary, directly or reflected as match, under a cost reimbursement grant



## Individuals exempt from NSCHC:

The following individuals are exempt from NSCHC:

- Individuals who are under the age of 18 on the first day of work or service who serve on an NSCHC required grant.
- Individuals whose activity is entirely included in the grant recipient's indirect cost rate or cost allocation plan.

AmeriCorps Seniors volunteers serving in the RSVP program and AmeriCorps members serving in the VISTA program are not required to comply with NSCHC. AmeriCorps members serving in the VISTA program will undergo a separate criminal history check process managed by the AmeriCorps VISTA program. Grant recipients may choose to conduct criminal history checks on AmeriCorps Seniors volunteers serving in the RSVP program.

**Contractors:** In most cases, contractors are not covered by NSCHC.

AmeriCorps applies the NSCHC requirements based on the legal distinctions between subawards (also known as subgrants) and contracts as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See 2 C.F.R. § 200.2. Organizations may colloquially refer to subawards as contracts.

However, the two are legally distinct and the NSCHC requirements apply to subawards, not contracts. Guidance on how to determine whether you have entered into a subaward or a contract with another entity is available at 2 § 200.331, "Subrecipient and contractor determinations."

C.F.R.

*Subaward:* The NSCHC requirement does apply to individuals who work or serve under subawards, as defined under 2 C.F.R. § 200.2. This is because subrecipients are responsible for adherence to applicable Federal requirements specified in the original federal award, as stated in 2 C.F.R. § 200.331(a)(4).

*Contractor:* The NSCHC requirement does not apply to individuals who provide services under a contract, as defined under 2 C.F.R. § 200.2. If your organization enters into a contract with an entity to provide services, the NSCHC requirements do not apply to the contractor because payments made by your organization to the contractor are not grant-funded living allowances, stipends, or salaries.

If the services for which you contracted involve ongoing contact between contractor personnel and service beneficiaries, then even though the specific requirements of the NSCHC do not apply to those contract personnel. AmeriCorps strongly recommends that your organization use prudent and reasonable screening procedures of contractor personnel to protect service beneficiaries from the risk of harm. You may obtain free and immediate results of a sex offender search through <https://www.nsopw.gov/>. The costs of additional screening



for contractors with ongoing contact with service beneficiaries are allowable grant costs.

Please note that this guidance only clarifies existing rules related to the NSCHC. It does not authorize or change a recipient's ability to subaward or contract. By regulation, AmeriCorps Seniors recipients are prohibited from making subawards or from contracting out project management requirements necessary to accomplish the purposes of the grant, as described in 45 C.F.R. §551.22, §52.22 and §53.22. Social Innovation Fund subrecipients may not make further subawards.

## Individuals deemed ineligible due to NSCHC

Under the regulation and statute, an individual is ineligible to serve or work on an AmeriCorps grant if they:

- o refuse to consent to NSCHC;
- o make a false statement in connection with NSCHC;
- o is registered, or is required to be registered, on a state sex offender registry or the National Sex Offender Registry; or
- o has been convicted of murder, as defined in § U.S.C. 1111.

Grant recipients must maintain adequate documentation that the individual has consented to NSCHC and understands that selection into the program is contingent upon the organizations' review of the individuals NSCHC component results, if any. An organization's policy should describe actions required to inform an individual of their rights related to NSCHC, as well as privacy practices to ensure confidentiality of any information related to NSCHC, consistent with the authorization provided by the applicant.

If the applicant is found to be ineligible because of NSCHC component results, grant recipients must provide a reasonable opportunity for the individual to review and challenge the factual accuracy of the results before action is taken to exclude the individual from the position.

### Suitability

Suitability is determined by the grant recipients and subrecipients, or service sites. An individual may be eligible to work or serve in a position, under the NSCHC regulation, but a grant recipient, subrecipient, or service site may determine that an individual is not suitable to work or serve in such a position based on criteria that the grant recipient or subrecipient or service site establishes.

The suitability criteria must be consistent with state and federal Civil Rights and nondiscrimination laws, including Titles VI and VII of the Civil Rights Act of 1964 (and AmeriCorps' implementing regulations under Title VI). Additional screening criteria should be



clearly described and adhered to within grant recipient and subrecipient or service site policy.

**Arrests vs. Convictions:** The requirements do not disqualify applicants on the basis of arrest. In certain states, there are legal constraints on how an arrest record may be considered, and some statewide criminal repositories do not include arrest information in the records they release. Recipients should recognize that they have a dual status under the Civil Rights Act of 1964, depending on the nature of their relationship with a candidate.

Grant recipients, because they get federal financial assistance, must comply with the Civil Rights Act of 1964 and its implementing regulation. These regulations prohibit discrimination, including selection and placement of volunteers and members, on the basis of race, color, and national origin, in AmeriCorps-funded programs and activities. And as employers, recipients must also comply with § of the Civil Rights Act of 1964, which prohibits discrimination in employment decisions. The Equal Employment Opportunity Commission (EEOC) has issued guidance explaining when consideration of arrest and conviction records violates Title VII. In addition, grant recipients must comply with the nondiscrimination provisions of the NCSA and the regulations at 42 CFR §2540.210.

As the EEOC guidance outlines, recipients should be mindful that arrests alone are mere allegations, and that actual criminal convictions, or actual evidence of conduct underlying an arrest, are the relevant indicators of a person's suitability, or in some cases, eligibility, to serve with, or work for, an AmeriCorps grant recipient. Recipients should make sure that their screening practices are narrowly tailored in a manner that complies with these federal nondiscrimination requirements, in addition to applicable state laws governing the consideration of criminal history records.

**Non-disqualifying Convictions:** If the NSCHC returns results other than those above, the recipient has the discretion – subject to any federal civil rights law and state law requirements – to decide if the results of a criminal history background check disqualify a candidate from service. Recipients should consider the factors set forth in the EEOC's guidance under Title VII, including the nature and gravity of the offense, the time that has passed since the conviction or completion of the sentence, and the nature of the position. Recipients should have written policies on their disqualification criteria and be consistent in how those criteria are applied.

Additionally, organizations must use national service criminal history check results in combination with other information obtained through the grant recipient's selection process to make an informed choice before selecting an individual for work or service. Recipients should maintain documentation of the evidence used in making suitability determinations for individual's with non-disqualifying convictions.

Grant recipients should be aware of federal reentry policy, which aims, among other goals, to reduce post prison barriers to employment. Participation in national service programs funded by AmeriCorps could help people who have been in prison successfully re-enter society. Therefore, we encourage agencies to minimize barriers to service – without putting their program beneficiaries at genuine risk – for former prisoners who are eligible under the law.



## False statements under NSCHC

A false statement in connection with NSCHC is made when an individual intentionally provides false information required to conduct national service criminal history check components found at section 45 CFR §2540.205. This would arise when an individual intentionally provides the following to conduct the components of the NSCHC:

- A false name,
- A government-issued identification belonging to another person,
- A false identification, or
- Fingerprints of another individual.

The intentionally false statements, as listed above regarding information required to conduct NSCHC components found at 2 USC 12645g(b), render an individual ineligible to serve under 2 USC 12645g(c).

As reminder, suitability criteria independent of the NSCHC ineligibility criteria may be established by recipients and subrecipients or service sites, subject to any federal civil rights law and state law requirements.

**Considerations Around Grantee-mandated Disqualification Determinations:** In cases where individuals provide false information requested for a grantee-mandated disqualification determination, grant recipients have discretion in how to deal with the situation, again consistent with federal civil rights law and state law requirements. Grantee-mandated disqualification determinations, and false statements related to such determinations, have no effect on an individual's eligibility under the statute.

## NSCHC check components

NSCHC check components include three distinct components:

- a nationwide check of the National Sex Offender Public website through www.NSOPW.gov;
- a check of the state criminal history record repository or agency-designated alternative for the individual's state of residence and state of service; and
- a fingerprint-based check of the FBI criminal history record database through the state criminal history record repository or agency-approved vendor.

## State of residence

NSCHC regulations require organizations to search (by name or fingerprint) the state criminal history record repository.



The state where a candidate “resides” is the location the individual identifies as their place of residence at the moment in time they applied to serve or work.

There is no measure of how long the individual has resided at a location that a program is required to validate to establish the correct state of residence – even a single day as a resident would meet the test for where an individual has made a home.

**College Students:** For the purpose of AmeriCorps requirements, an individual applying to serve or work who is enrolled as a full-time college student is deemed to be residing in the state where they live for the purpose of attending the school without regards to whether or not that home is on- or off-campus, and whether or not that home is in the same state as the college is located.

The state to check does not change because a student is on semester or summer breaks or temporarily residing elsewhere. There is no test needed to measure duration of residence while attending school.

Programs may not opt to use any other basis for identifying the student's state of residence, e.g., such as the student's family home.

**Foreign Residents:** For those living abroad, the individual's last state of residence in the United States, as well as the state where the program operates, must be checked. If the individual never lived in the United States, then only the state where they will be serving is required to be checked. Programs are also strongly encouraged to perform additional checks, including making contact with appropriate sources in other countries, whenever possible.

**Documentation:** While AmeriCorps does not dictate specifics with regard to documentation for establishing state of residence, programs must ensure that the totality of information is accurate and logical. For example, when a government-issued ID address does not match the indicated state of residence address, programs should document the reason for the variance. Programs should have clear, written policies and procedures establishing protocol for discerning state of residence for all covered individuals.

## Conducting the NSCHC

NSCHCs can be conducted in the following ways:

**NSOPW checks:** Use the agency approved vendor (Truescreen) or go directly to [www.NSOPW.gov](http://www.NSOPW.gov).

**State of Residence and State of Service checks:** Use the agency approved vendor (Truescreen) or go directly to the appropriate state criminal history repository or AmeriCorps approved alternative statewide source.



**FBI checks:** Use the agency approved vendor (Fieldprint) or go directly to the appropriate state criminal history repository or AmeriCorps approved alternative statewide source. Please note: the FBI authorizes Fieldprint to conduct FBI checks only for those who are required to comply with NSCHC.

An organization's written procedures should specify the AmeriCorps approved sources to be used for conducting the required checks and the actions required to conduct the required checks using each approved source, including how to document adherence with NSCHC timing requirements. One way for grant recipients or subrecipients to obtain and document the required components of the NSCHC is through the use of agency-approved vendors.

For information on how to conduct agency approved vendor checks see the [Using Fieldprint and Truescreen Manual under the How to Conduct NSCHC header.](#)

For information on how to conduct NSOPW/state repository checks see the [Using NSOPW and State Repositories Manual under the How to Conduct NSCHC header.](#)

## Name-based Checks

AmeriCorps expects that grant recipient staff will undertake reasonable due diligence to determine the current first and last name to conduct name-based checks. It is prudent, but not required, to check any other names that the person has used or is/was known by.

Use of the first name and last name reflected on the following sources is acceptable:

- First and last name reflected on a signed Employee's Withholding Certificate W-4 form
- First and last name reflected on a signed USCIS Employment Eligibility Verification I-9 form
- First and last name reflected on any document on the USCIS Form I-9's List of acceptable documents
- First and last name reflected on benefit or income documentation from SSA, including but not limited to Social Security Benefit statement, SSA-1099, Supplemental Security Income (SSI) documentation, Social Security Disability Insurance (SSDI) documentation

If the individual provides grant recipients with documents that reflect different names, the grant recipient should obtain additional information from the individual to determine the first and last name of the applicant that will obtain the most accurate criminal history records. The process to reconcile documentation reflecting different names to determine the first and last name to be used on a name-based check should be recorded in the grant recipients' policies and procedures and any additional documentation should be maintained as grant records.



## NSCHC Timing

The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient or subrecipient based on the results of the NSCHC no later than the day before a person begins to work or serve on a NSCHC-required grant.

Work or service hours include AmeriCorps funded orientation and training activities.

## Break in Service

If a person serves consecutive terms of service with the same organization and has a break in service longer than 180 calendar days, then an additional NSCHC is required. A break in service means that a person is no longer providing service through or receiving salary from a recipient or subrecipient. Temporary interruption of work or service without termination of employment or expiration of the agreement under which service is being provided is not a break in service.

It is not necessary to redo the NSCHC for individuals who serve consecutive terms of service with the same organization if the break in service or work is less than 180 calendar days and the original NSCHC checks are compliant.

However, if the person turns 18 before the start of the subsequent term of service, NSCHC is required prior to the individual beginning a subsequent term of work or service.

It is a best practice to document any break in service and retain that documentation as a grant record. For example, if an AmeriCorps Seniors volunteer who receives a stipend has run out of leave and is on leave without pay, the grant recipient should maintain documentation to show that the person is on leave status rather than terminated from the program.

## Changing National Service Programs

When someone leaves one national service grant program and begins serving or working in different grant program, the grant program receiving the employee or participant must conduct a new NSCHC, even if there has been no break in service.

However, if an individual moves from one position to another position within the same organization and there has not been a break in service that is longer than 180 calendar days, a recheck is not needed.



## NSCHC Documentation

The grant recipient must maintain adequate documentation of their NSCHC **process and practices** as well as documentation of individual NSCHC grant records.

- Evidence of adopted NSCHC Policies and Procedures
  - Describes how grant recipient will address all NSCHC requirements, including the AmeriCorps approved sources to be used for conducting NSCHC and practices for documenting adherence to NSCHC eligibility determination and timing requirements
  - Describes practices for protecting information related to NSCHC. Grant recipients must take reasonable steps to protect the confidentiality of any information relating to the criminal history check, consistent with authorization provided by the applicant.
  - Describes adopted procedures for informing individuals of their rights related to NSCHC and how NSCHC results will be used by the program
  - Where applicable, describes process for monitoring NSCHC of sub-recipients and/or service locations
  - Describes how notice is provided to an individual that selection into the program is contingent upon the organization's review of the individual's NSCHC component results, if any; and
  - Describes how the program complies with the requirements to provide a reasonable opportunity for the individual to review and challenge the factual accuracy of the result before action is taken to exclude the candidate from the position
- Evidence of required annual staff training by retaining certificate of completion of the AmeriCorps e-course training
  - Ensure staff retake the course prior to expiration of the certificate. Retain certificates of completion from each year as grant records.

The grant recipient must maintain adequate documentation of their NSCHC process and practices as well as documentation of **individual NSCHC grant records**.

- Evidence that all required components (NSOPW, State(s), and FBI checks) were completed and on file (45 CFR §2540.206)
  - All required components (NSOPW, State(s), and FBI) were conducted on time (45 CFR §2540.205) and documentation reflects evidence of when checks were reviewed (adjudicated) and considered when making an eligibility determination
- All required components ((NSOPW, State(s), and FBI checks) were conducted through sources authorized by AmeriCorps (45 CFR §2540.204) and are consistent with the sources described in the grant recipient's adopted NSCHC policies and procedures
- Evidence that NSOPW results include searches from all States, Territories, and Indian Tribes (45 CFR §2540.204)
- Evidence that First and Last Names used on name-based checks reflect the current name of the individual



- Documents used to determine an individual's first and last name must be consistent with sources described in the grant recipient's adopted NSCHC policies and procedures. Refer to agency guidance on name-based checks.
- Documentation of consent from the candidate to conduct State and FBI checks and share results (45 CFR §2540.206)
- Documentation that the candidate is eligible to serve/work if a vendor returns a "do not recommend" result for the candidate (45 CFR §2540.206)
  - NOTE: A vendor's adjudication recommendation not to "recommend" the candidate indicates that the selecting organization needs more information before it can make a final determination as to the fitness of the individual to work or serve. It does not mean that an individual is ineligible for work or service.
  - Grant recipients must maintain adequate documentation of the process implemented to make an eligibility determination and may include a contemporaneously dated memo to the file documenting determination of the individual's eligibility.

Please note that many documentation requirements are obtained and maintained by agency approved vendors. More information on agency approved vendor usage can be found in the Using Fieldprint and Truescreen Manual.

## NSCHC Grant Costs

Applicants seeking to serve or work in a position that requires NSCHC may not be charged for the cost of any component of a National Service Criminal History Check.

## NSCHC Waiver

If the grant recipient or subrecipient is unable to abide by the NSCHC rule, the agency can waive requirements for good cause or any other lawful basis. Contact [NSCHCWaiverRequest@cns.gov](mailto:NSCHCWaiverRequest@cns.gov) for a waiver request form and more information.

## NSCHC Pre-Approved Waivers

Pre-Approved NSCHC Waivers are waivers that grant recipients can use without additional written approval from AmeriCorps. Grant recipients may use these Pre-Approved Waivers at any time, provided they abide by the conditions described below. However, AmeriCorps strongly encourages all grant recipients that intend to use a pre-approved NSCHC Waiver to first consult with their Portfolio Manager to ensure that they understand its requirements. Noncompliance with the NSCHC regulations or with the requirements of a pre-approved NSCHC Waiver may result in a financial impact for the grant recipient.

AmeriCorps may add or remove pre-approved NSCHC Waivers at any time. Maintaining awareness of current pre-approved NSCHC Waivers is the responsibility of grant recipients. Once revoked, an organization may no longer use a pre-approved NSCHC Waiver. When a



pre-approved NSCHC Waiver is revoked, the Waiver does not apply to any individuals who begin work or service after the expiration date of the pre-approved NSCHC Waiver. The use of pre-approved NSCHC Waivers should be clearly described within NSCHC policies and procedures, including actions for maintaining awareness of the active AmeriCorps pre-approved NSCHC Waivers. Refer to Appendix A for active Pre-Approved Waivers.

## Enforcement

AmeriCorps will apply administrative enforcement related to findings of NSCHC noncompliance identified through oversight and monitoring of grant records, such as Payment Integrity Information Act (PIIA) sampling, formerly the Improper Payments Elimination and Recovery Improvement Act (IPERIA), compliance assessments conducted by the Office of Monitoring, and Office of Inspector General audits, reviews or investigations.

This guidance does not change the legal requirements for the NSCHC, nor does it prevent AmeriCorps or AmeriCorps-OIG from pursuing other civil or criminal enforcement or preventive remedies available by law.

This guidance will be used by AmeriCorps monitoring officials. This guidance uses the term "monitoring officials" to collectively refer to this group of AmeriCorps individuals (excluding personnel of the Office of Inspector General) and the term "recipients" to refer to AmeriCorps prime grant recipients and subrecipients, unless specifically differentiated. AmeriCorps requires all prime grantees to implement this guidance for NSCHC disallowance.

AmeriCorps will also refer and abide by this document in circumstances where grant recipients appeal determinations of NSCHC noncompliance.

This guidance is effective on May 1, 2021 for the following individuals:

- individuals who start service/work on NSCHC-required grants on May 1, 2021 or later and
- individuals who are serving/working on NSCHC-required grants as of May 1, 2021 and continue to serve/work on or after November 1, 2021.

Any NSCHC noncompliance for individuals who are serving/working on NSCHC-required grants as of May 1, 2021 and exit service/work before November 1, 2021 or exited service/work before May 1, 2021 must refer to the July 1, 2019 National Service Criminal History Check Guide to Enforcement Action for enforcement action.

**Ineligibility:** Ineligible individuals are barred from working or serving in a covered position on a grant-funded program. All costs associated with an ineligible individual will be disallowed. Costs include any salary/stipend/living allowance (as applicable), FICA, and education award. These requirements apply whether the associated costs were paid with Federal funds or with matching funds.



If AmeriCorps is made aware of an ineligible individual that the recipient failed to report, AmeriCorps may place the grant's funding on manual hold and/or take additional action.

AmeriCorps employees will, without delay, notify the Office of Inspector General, the Office of the Chief Risk Officer, and the Office of the General Counsel of suspected instances of ineligibility arising from disqualifying criminal histories.

**NSCHC Compliance:** A compliant NSCHC consists of the following elements:

- All required components (NSOPW, State(s), and FBI) were completed and on file (45 CFR §2540.204);
- All required components (NSOPW, State(s), and FBI) were conducted on time (45 CFR §2540.205);
- All required components (NSOPW, State(s), and FBI) were conducted through sources authorized by AmeriCorps (45 CFR §2540.204);
- NSOPW is complete (all States, Territories, and participating Indian Tribes were reporting when the search was performed) (45 CFR §2540.204);
- First and Last Name on name-based checks match the name as reflected in grant recipient policy and procedures
- NSOPW, State(s), FBI checks adjudicated (45 CFR §2540.205);
- Documentation of consent from the candidate to conduct State and FBI checks and share results (45 CFR §2540.206);
- Documentation that notice is provided to individual that the national service position is contingent upon the organization's review of the individual's NSCHC component results, if any (45 CFR §2540.206);
- Documentation that the program complies with the requirement to provide a reasonable opportunity for the individual to review and challenge the factual accuracy of the result before action is taken to exclude the candidate from the position (45 CFR §2540.206);
- Documentation the grant recipient paid for the cost of the NSCHC (45 CFR §2540.206) and,
- Documentation that the candidate is eligible to serve/work if a vendor check's adjudication recommendation does not endorse the candidate for service (45 CFR §2540.205).

**Administrative Remedies and Enforcement for Noncompliance:** Noncompliance refers to a situation in which an individual in a covered position is eligible to serve, but the recipient did not fully comply with all NSCHC requirements.

Remedies and enforcement actions will apply to the grant(s) on which noncompliance is identified. AmeriCorps will disallow costs and may engage in other enforcement activities with respect to a prime recipient if the prime recipient or its subrecipients are found to be out of compliance with NSCHC requirements and the prime recipient has not correctly applied disallowance and/or has failed to identify and correct noncompliance prior to AmeriCorps's monitoring of the prime recipient. If the noncompliant grant recipient has other AmeriCorps



grants, AmeriCorps will expand the NSCHC review as applicable. AmeriCorps may also direct the prime grant recipient to expand the scope of the review.

The remedies and enforcement actions in this section apply solely to those taken administratively by AmeriCorps. Nothing in this guidance is intended to limit any other available civil or criminal enforcement measures, which may be pursued in addition to the administrative remedies herein. The remedies and enforcement actions below may be applied singly or in combination, depending on the type of noncompliance found.

**Cost-based Disallowance:** Cost-based disallowance refers to the disallowance of costs associated with an eligible individual's work or service during the period of noncompliance, including salary/stipend/living allowances (as applicable) and FICA. Where costs were paid with matching funds, the disallowance of those matching costs may also result in disallowance of the related Federal funds.

Cost-based disallowance will be applied to noncompliance. In general, the cost of disallowance will not exceed six months; however, if the period of work or service is less than six months or the period of noncompliance is less than six months, the cost will be adjusted to coincide with the period of service, work, or period of noncompliance. Moreover, AmeriCorps may disallow costs for more than six months, if facts and circumstances support that a different period of disallowance will further AmeriCorps's compliance objectives.

Cost-based disallowance will not include the disallowance of AmeriCorps member hours. The actual expenditures that shall be considered for disallowance for each noncompliant file appear below. These cost categories reflect substantive grant costs. The maximum disallowance amount of the federal share cannot exceed the value of the federal awarded amount.

Cost Reimbursement Grants:

- Salary/stipend/living allowance (as applicable) and FICA during the period of noncompliance for which costs are disallowed.

Fixed Amount Grants:

- AmeriCorps members serving in State and National programs: For each noncompliant member, a share of the cost/MSY proportional to the period of noncompliance for which costs are disallowed.

**Manual Hold:** In response to NSCHC noncompliance, specifically circumstances that require corrective action to be taken, AmeriCorps may place grant funds on manual hold review or restriction of funds until the grant recipient demonstrates that it has satisfactorily implemented required corrective action, which may include conducting NSCHC using the AmeriCorps-



approved contract with Truescreen and Fieldprint. AmeriCorps may use either of these remedies as it deems appropriate.

A manual hold may include a manual review of expenses prior to reimbursement or a full restriction of grant funds.

1. Manual Hold Review (2 CFR §200.339): This includes a review of expenses by AmeriCorps staff prior to the release of funds. The inspection/review of reimbursement or advance requests submitted by a grant recipient is performed prior to the release of funds to the grantee to ensure that all fund requests are necessary, allowable, allocable, and reasonable with Uniform Guidance regulations and grant terms and conditions.
2. Restrictions of Funds (2 CFR §200.339): This action will prevent a grant recipient from accessing Federal funding from AmeriCorps. For these cases, a letter to Health and Human Services Payment Management System will be processed and forwarded to HHS and the AmeriCorps grant funds will be inaccessible to the recipient.

Manual hold review or restrictions of federal grant funds will be applied to the specific grant(s) on which NSCHC noncompliance is identified. For NSCHC noncompliance identified on a State Commission subrecipient, the Commission will be directed, to the extent possible, to apply the manual hold review or restriction of funds to the noncompliant subrecipient. NSCHC noncompliance detected in multiple State Commission subrecipients may result in a manual hold review or restriction of funds against the State Commission. For non-Commission direct grant recipients, including Social Innovation Fund grantees, manual hold review, or restriction of funds will be applied against the direct grant.

**Other Administrative Remedies:** AmeriCorps will employ other administrative remedies as deemed appropriate. These other administrative remedies include:

Remedy	Definition	Example
Grant Suspension	A grant suspension includes a hold on all grant activities, including participant service, and funding (2 CFR §200.338).	Grant suspension may be used in response to NSCHC noncompliance. Grant suspension may also be applied in cases of noncompliance for zero-dollar grants.

Grant Termination	Grant termination refers to the ending of the award, in whole or in part, at any time prior to the planned end of period of performance ( <u>Grant and Cooperative Agreement Terms and Conditions, Section III.O; 2 CFR §200.340</u> ).	Grant termination may be used in response to NSCHC noncompliance. Grant termination may also be applied in cases of noncompliance for zero-dollar grants. Suspension may precede termination proceedings; not all suspensions will result in termination.
<b>Remedy</b>	<b>Definition</b>	<b>Example</b>
Required Use of AmeriCorps Approved Contract with Truescreen and Fieldprint	AmeriCorps has contracted with Fieldprint, Inc., (Fieldprint) to provide FBI fingerprint-based checks and Truescreen to provide State and National Sex Offender Public Website (NSOPW) checks to recipients.	A grant recipient at which NSCHC noncompliance is found may be required to establish accounts through the AmeriCorps contracts with Truescreen and Fieldprint and recheck noncompliant and other files through these vendors, if not already completed through the vendor. Recipients may also be required to use these vendors to conduct NSCHC for the remainder of the grant period ( <u>2 CFR §200.339, §200.208</u> ).
Impact Future Awards	Noncompliance with NSCHC may be considered as a factor in the agency's future funding determinations ( <u>2 CFR §200.205</u> ).	AmeriCorps may consider NSCHC noncompliance part of its awarding considerations for future funding.



**Guide to Enforcement Actions and Remedies:** AmeriCorps response to NSCHC noncompliance will conform to the chart below. AmeriCorps reserves the right to impose enforcement actions and remedies at its discretion in accordance with applicable laws. In instances of egregious, pervasive, systemic noncompliance of any element, AmeriCorps reserves the right to impose all available remedial measures.

Nature of Noncompliance	Enforcement Action and Remedy (as applicable)
<p>Missing NSCHC component (NSOPW, State(s), and/or FBI)</p> <p>Name-based check conducted on the legal name of the individual, as reflected on documentation used to verify the identity of the individual</p> <p>Noncompliant NSCHC source</p> <p>NSOPW incomplete (missing state, territory, or Indian country)</p>	<ul style="list-style-type: none"> <li>• Corrective action to cure deficiency and ascertain eligibility</li> <li>• Cost-based disallowance</li> <li>• Manual hold review or restriction of funds pending completion of corrective action</li> <li>• Required use of AmeriCorps-approved contract with Truescreen and Fieldprint (if not already used) for rechecks of all NSCHCs and for remainder of grant period. If vendors already used, rechecks required for noncompliance other than lateness.</li> </ul>
Nature of Noncompliance	Enforcement Action and Remedy (as applicable)
<p>Late NSCHC component (NSOPW, State(s), and/or FBI)</p> <p>Grant recipient did not review results and document the individual is cleared to serve (NSOPW, State(s), and/or FBI)</p>	<ul style="list-style-type: none"> <li>• Corrective action to cure deficiency and ascertain eligibility</li> <li>• Cost-based disallowance</li> <li>• Required use of AmeriCorps-approved contract with Truescreen and Fieldprint (if not already used) for rechecks of all NSCHCs and for remainder of grant period. If vendors already used, rechecks required for noncompliance other than lateness</li> </ul>
<p>Missing documentation of consent from the candidate to conduct State and FBI checks and share results</p> <p>Missing documentation of understanding from the candidate that the national service position is contingent upon the</p>	<ul style="list-style-type: none"> <li>• Corrective action to cure deficiency</li> <li>• Manual hold review or restriction of funds pending completion of corrective action</li> <li>• Required use of AmeriCorps-approved contract with Truescreen and Fieldprint (if not already used) for rechecks of all NSCHCs and for remainder of grant period. If vendors</li> </ul>



<p>organization's review of the individual's NSCHC component results, if any</p> <p>Missing documentation that the candidate understands his or her ability to review and challenge the factual accuracy of the result before action is taken to exclude the candidate from the position</p> <p>Missing documentation the grant recipient paid for the cost of the NSCHC</p> <p>Missing documentation that the candidate is eligible to serve/work if a vendor check's adjudication recommendation does not endorse the candidate for service</p>	<p>already used, rechecks required for noncompliance other than lateness</p>
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As noted above, noncompliance with NSCHC may also be considered as a factor in the agency's funding determinations and may impact an organization's future grant awards.

In applicable cases, based on facts and circumstances, AmeriCorps may suspend or terminate the grant in response to NSCHC noncompliance.

**Identification of Noncompliance:** AmeriCorps monitoring officials conducting NSCHC review will conduct a file review. For grant recipients with fewer than 25 individuals serving or working in covered positions, during the period of assessment monitored, AmeriCorps monitoring officials conducting NSCHC review will conduct a file review consisting of 100% of these files. A period of assessment is the period of grant activity being reviewed for compliance, which is specified in advance by AmeriCorps or other reviewers.

For grant recipients with more than 25 individuals serving or working in covered positions, AmeriCorps monitoring officials conducting NSCHC review will conduct a review consisting of 25 files or 10% of the files for currently working or serving individuals in covered positions for the period of assessment monitored, whichever is greater. If the first sample of NSCHC files are compliant, the monitoring official may elect to conclude his or her NSCHC review. If noncompliance is detected within the review of files for those who worked or served during the period of the assessment, the remainder of files from the period being monitored must be reviewed. AmeriCorps may direct the prime grant recipient, as applicable, to conduct the expanded scope review.



## Appendix A: Pre-Approved NSCHC Waivers

AmeriCorps may add or remove pre-approved NSCHC Waivers at any time. Maintaining awareness of current pre-approved NSCHC Waivers is the responsibility of grant recipients. Once revoked, an organization may no longer use a pre-approved NSCHC Waiver. When a pre-approved NSCHC Waiver is revoked, the Waiver does not apply to any individuals who begin work or service after the expiration date of the pre-approved NSCHC Waiver.

The use of pre-approved NSCHC Waivers should be clearly described within NSCHC policies and procedures, including actions for maintaining awareness of the active AmeriCorps pre-approved NSCHC Waivers.

Noncompliance with the NSCHC regulations or with the requirements of a pre-approved NSCHC Waiver may result in cost disallowance.

### 1. Use of Truescreen for NSOPW and/or State Checks

**Effective May 1, 2021:** In July 2018, AmeriCorps contracted Truescreen to provide State and NSOPW checks to grantees for individuals who are required to comply with NSCHC.

Grantees who use Truescreen must set up an account with Truescreen through <https://applicationstation.truescreen.com> with the AmeriCorps specific agreement code.

Truescreen does not provide information for the following states and territories:

States	Territories
California	Guam
Delaware	Northern Mariana Islands
Louisiana	Puerto Rico
Nevada	
New Mexico	
Virginia	
Massachusetts (added 12/20/18)	
Mississippi (added 6/1/2019)	



Between 11/15/18 to 8/12/19, Truescreen did not provide information for New Hampshire. As of 8/12/19, New Hampshire is accessible by Truescreen and was removed from this pre-approved ASP.

Between 11/15/18 to 8/21/19, Truescreen did not provide information for American Samoa and Virgin Islands. As of 8/21/19, American Samoa and Virgin Islands are accessible by Truescreen and was removed from this pre-approved ASP.

Grantees using Truescreen will not be required to get a check from an unavailable state/territory for individuals required to comply with NSCHC if they have:

- 1) obtained an NSOPW check from Truescreen,
- 2) obtained any required state checks that **are** available from Truescreen, and
- 3) conducted a fingerprint-based FBI check.

Please note:

This ASP does not apply to grant recipients who obtain NSCHC from Truescreen through an account **not** established with the AmeriCorps specific agreement code. Such checks are noncompliant.

#### **Example 1: One state check is not available from Truescreen**

An individual required to comply with NSCHC will serve in California (state of service **is not** available from Truescreen) and is residing in Alabama at the time of application (state of residence **is** available from Truescreen). The grantee must conduct a Truescreen NSOPW check, a fingerprint-based FBI check, and a Truescreen Alabama state criminal history check. The grantee does not need California state criminal history check.

#### **Example 2: Both state checks are not available from Truescreen**

An individual required to comply with NSCHC will be serving in Virginia (state of service **is not** available from Truescreen) and is residing in Puerto Rico at the time of application (state/territory of residence **is not** available from Truescreen). The grantee must conduct a Truescreen NSOPW check and a fingerprint-based FBI check. No separate state and territory checks are required.

#### **Example 3: All state checks are available from Truescreen**

An individual required to comply with NSCHC will serve in Illinois (state of service **is** available from Truescreen) and is residing in Indiana at the time of application (state of residence **is** available from Truescreen). The grantee must conduct a Truescreen NSOPW check, a fingerprint-based FBI check, a Truescreen Illinois state criminal history check, and a Truescreen Indiana state criminal history check.



## 2. National Fingerprint File States

**Effective May 1, 2021:** The National Fingerprint File (NFF) is an electronic information sharing system maintained by the Federal Bureau of Investigation (FBI). The NFF allows the FBI and the States to exchange criminal history records for noncriminal justice purposes authorized by federal or state law, such as background checks for governmental licensing and employment.

States that participate in the NFF respond to record requests for all authorized noncriminal justice purposes and, as such, the FBI ceases to maintain duplicate criminal history data for these states. When a state participates in the NFF system, an FBI fingerprint check is duplicative of the search of a state's criminal history record repository. An FBI fingerprint check eliminates the need for grantees to conduct duplicative state criminal history record checks in states that participate in the NFF system.

Therefore:

- If a required state check is from a state that **participates in the NFF**, then the grantee does not need to conduct the check in that NFF state if they have conducted a fingerprint-based FBI check.
- If a required state check is from a state that **does not participate in the NFF**, then this pre-approved Waiver is not applicable, and the grantee must obtain the appropriate NSCHC state check(s).

The following states participate in the NFF program:

Connecticut**	Colorado	Florida	Georgia	Hawaii
Idaho	Iowa	Kansas	Maryland	Minnesota
Missouri	Montana	North Carolina	New Jersey	New York
Ohio	Oklahoma	Oregon	Tennessee	Vermont*
West Virginia	Wyoming			

\*As of June 16, 2021, Vermont participates in the NFF. NSCHCs that require a state of Vermont check conducted on or after June 16, 2021 may apply this waiver.

\*\*As of July 25, 2021, Connecticut participates in the NFF. NSCHCs that require a state of Connecticut check conducted on or after July 25, 2021 may apply this waiver.

### Example 1: One state participates in NFF

An individual who is required to comply with NSCHC will serve in Maine (state of service **does not** participate in NFF) and resides in Colorado at time of application (state of residence **does** participate in the NFF). The grantee must conduct an NSOPW check, a fingerprint-based FBI



check, and a Maine state criminal history check. The grantee does not need a separate state of residence criminal history check from Colorado. The Colorado criminal history record information is included in the fingerprint-based FBI check.

**Example 2: Both states participate in the NFF**

An individual who is required to comply with NSCHC will serve in Ohio (state of service **does** participate in NFF) and resides in Iowa at time of application (state of residence **does** participate in the NFF). The grantee must conduct an NSOPW check and a fingerprint-based FBI check. No separate state checks are required. Ohio and Iowa criminal history record information is already in the fingerprint-based FBI check.

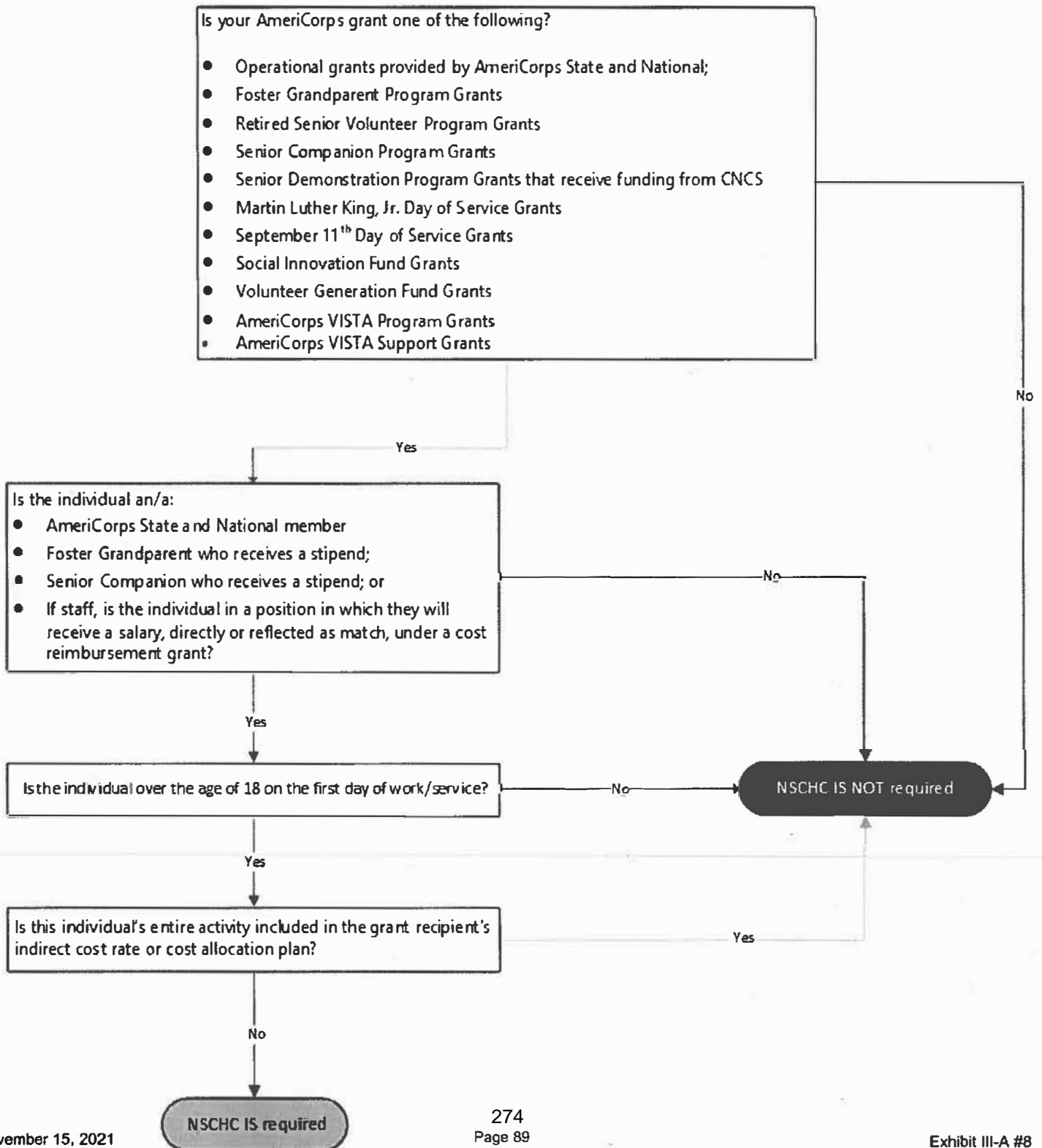
**Example 3: No states participate in the NFF**

An individual who must comply with NSCHC will serve in Wisconsin (state of service **does not** participate in NFF) and resides in New Mexico at time of application (state of residence **does not** participate in the NFF). The grantee must conduct an NSOPW check, a fingerprint-based FBI check, a Wisconsin state criminal history check, and a New Mexico state criminal history check.

3. Disability Accommodation Exemption for FBI Fingerprint Checks

**Effective May 1, 2021:** AmeriCorps will exempt the fingerprint FBI check requirement for individuals who are required to comply with NSCHC, if conducting a fingerprint check is a physical impossibility as a result of disability, such as the absence of limbs. The grantee is still required to conduct NSOPW and name-based state check(s) on the individual.

## Appendix B: Who is required to conduct NSCHC? Graphic



**ACTION ITEM – BIDS**  
11/15/2021

**TOPIC:** Consider Approval of Item No. 2022-12 Approving the Renewal of Award for Request for Proposals (RFP) #20-04-922 for Comprehensive Marketing Products and Services

**SUBMITTED BY:** J. Pilgrim and N. Mansell

**BACKGROUND:** On November 18, 2019, the Board approved the award of Request for Proposals (RFP) #20-04-922 for Comprehensive Marketing Products and Services from ten (10) vendors. This award provides the district with a pool of approved and qualified marketing vendors to assist the district with administering comprehensive marketing campaigns aimed at creating a stronger positive brand for Irving ISD on an “as needed use”. Services provided include market research/analyses, message development and marketing strategy consultation, branding and brand management, campaign development, advertising development, promotional and marketing vide production, photography services, content creation and editing services, event management production and planning online commerce direct mail services, African-American, Hispanic/Spanish language and creative post-production services. These vendors have provided satisfactory service and products in accordance with specifications, pricing, and terms of the award. This is the third year of this award, with the option to renew for two (2) additional twelve (12) month terms.

**FUNDING SOURCE:** General Funds

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board Approve the Renewal of Award for RFP #20-04-922 for Comprehensive Marketing Products and Services. This is the third year of this award, with the option to renew for two (2) additional twelve (12) month terms.

**RECOMMENDED BOARD ACTION:** I move the Board Approve the Renewal of Award for RFP #20-04-922 for Comprehensive Marketing Products and Services for the third year option.

Additional Agenda Sheets Attached:  Yes  No

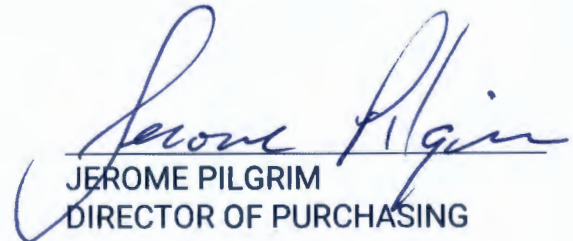
## AGENDA SHEET

**Meeting Date:**11/15/2021

**Topic:** Consider Approval of Item No. 2022-12 Approving the Renewal of Award for Request for Proposal (RFP) #20-04-922 for Comprehensive Marketing Products and Services.

<b>Item No.</b>	2022-12
<b>Recommended Vendor(s)</b>	Various Vendors- Refer to Attachment 1
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposals (RFP) #20-04-922
<b>Contract Term or One Time Purchase</b>	Third of four (4) twelve (12) month terms.
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<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 Nicole Mansell dated November 10, 2021.
2. Memo from Jerome Pilgrim dated November 10, 2021.

DR. NICOLE MANSELL, ED. D  
HERNANDEZ  
Chief of Marketing and Communications

MAGDA **IRVING**  
Independent School District  
Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing  
From: Nicole Mansell, Chief of Marketing and Communications  
Date: November 5, 2021

Subject: Recommendation for Renewal of (RFP) #20-04-922 for Comprehensive Marketing Products and Services

The Marketing and Communications Department is requesting the Irving ISD Board of Trustees to approve the renewal of award for Request for Proposal (RFP) #20-04-922 for Comprehensive Marketing Services. On November 18, 2019, the Board of Trustees approved the following vendors:

Vendors	Vendors
Alpha Business Images, LLC	Lauren Publications, Inc dba DFW child
Asher Media, Inc	Lendan Communications
BrandEra, Inc	Statmats Communications, Inc
Creative Circle, LLC	Strategar, LLC
Fauxcades, Inc	The Ward Group, Inc

The vendors approved for award qualify to perform the following services to assist any department or school within the district with the planning and execution of marketing and branding events. Services include:

Market Research/analyses services	Advertising development, rate scheduling, placement and billing	Online commerce service
Message development and marketing strategy consultation	Promotional marketing video production	Direct mail services
Branding and brand management services	Photography service	African-American
Campaign development services	Content creation and editing services	Hispanic/Spanish language
Creative services and collateral development	Event management, production, and planning services	Creative post-production services

Purchasing concurs with the recommendation from the Marketing and communications Department to renew the award for RFP 20-04-922 Comprehensive Marketing Services.

Sincerely,



DR. NICOLE MANSELL, ED. D

PURCHASING RENEWAL RECOMMENDATION

To: Board of Trustees,  
 Magda Hernandez, Superintendent of Schools

From: Jerome Pilgrim, Director of Purchasing

Date: November 10, 2021

Subject: Recommendation: Renewal of Award for (RFP) #20-04-922 for Comprehensive Marketing Products and Services

I recommend the renewal of Award for RFP #20-04-922 for Comprehensive Marketing Services. The following ten (10) vendors were awarded on November 18, 2019 and have provided satisfactory products and services in accordance with the specifications, pricing and terms of the award.

Vendors	Vendors
Alpha Business Images, LLC	Lauren Publications, Inc dba DFW child
Asher Media, Inc	Lendan Communications
BrandEra, Inc	Statmats Communications, Inc
Creative Circle, LLC	Strategar, LLC
Fauxcades, Inc	The Ward Group, Inc

Recommendation is made to approve the renewal of the award for RFP #20-04-922 Comprehensive Marketing Services for FY 2021-2022. This renewal is the second of four (4) renewal options and is not an exclusive award as the district reserves the right to procure from other cooperative contract vendors when appropriate.

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 STATUES AND REGULATIONS, BOARD POLICY CH(LLOCAL)

  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

**CONSENT AGENDA ITEM-BIDS**  
**11/15/2021**

**TOPIC:** Consider Approval of Item No. 2022-13 Approving the Award of Request for Proposal (RFP) #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program.

**SUBMITTED BY:** C. Laird /J. Pilgrim

**BACKGROUND:** In October of 2021, Irving ISD received a combination of fourteen (14) proposals in response to RFP #22-15-087 for STEAM Coding, Robotics Kits, and 3-Dimensional Design for Enrichment Program. Vendors approved pursuant to this RFP will provide products and services to support academic, behavioral, and social emotional growth and allow students learn about and use advanced technology and varied materials to bring their ideas to life.

The proposals were evaluated by the district's Multi-Tiered System of Support (MTSS) Department. Multiple vendors are recommended to provide a vast array of developmentally appropriate activities that integrate science, technology, engineering, arts, and mathematics on an "as needed" basis. The term of services will be for one (1) year with the district's option to extend and renew annually for up to three (3) twelve (12) month periods.

**FUNDING SOURCE:** Elementary and Secondary School Emergency Relief Fund (ESSER)

**COSTS:** Estimated: \$600,000

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Board Approve the Award of RFP #22-15-087 for STEAM Coding, Robotics Kits, and 3-Dimensional Design for Enrichment Program for a term of one (1) year with the option to renew annually for up to three (3) additional twelve (12) month periods.

**RECOMMENDED BOARD MOTION:** I Move that the Board approve the Award of RFP #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program.

Additional Agenda Sheets Attached:  Yes  No

**AGENDA SHEET**

**Meeting Date:**11/15/2021

**Topic:** Consider Approval of Item No. 2022-13 Approving the Award of Request for Proposal (RFP) #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program.

<b>Item No.</b>	2022-13
<b>Recommended Vendor(s)</b>	Multiple Vendors - See Attachment 3
<b>Contract Type (e.g. Co-op, RFP)</b>	RFP #22-15-087
<b>Contract Term or One Time Purchase</b>	One (1) year with three (3) additional one-year options
<b>Sole Source Vendor &amp; Documentation</b>	
<b>Vendor is at least 51% woman or minority business</b>	<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).

  
 \_\_\_\_\_  
 CYNTHIA JAIRD  
 EXECUTIVE DIRECTOR OF MTSS

  
 \_\_\_\_\_  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

**ATTACHMENTS:**

- 1: Memo from Cynthia Jaird dated November 3 ,2021
- 2: Memo from Jerome Pilgrim dated November 9 , 2021
- 3: Awarded Vendors



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: Cynthia Jaid, Executive Director of MTSS

Date: 11/3/2021

Subject: Award of RFP #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program

The Multi-Tiered System of Support Department is recommending the approval Award of RFP #22-15-087 for STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program that will be provided by multiple vendors to Irving ISD students on an as needed basis.

The intent of the elementary enrichment program is to engage students in developmentally appropriate activities that integrate science, technology, engineering, arts, and mathematics to support academic, behavioral, and social emotional growth. Enrichment materials offered by the vendors include various coding and robotics kits designed to meet the needs of kindergarten through fifth grade learners. Also included are tools for electronic and three-dimensional design, three dimensional printers, and campus storage for materials. These materials will impact our Tier 1 elementary enrichment program by allowing students opportunities to learn about and use advanced technology and varied materials to bring their ideas to life.

It is anticipated that the Elementary Enrichment program will not exceed \$600,000 annually in total. The funds used to purchase these materials will come from the ESSER grant.

**PURCHASING AWARD RECOMMENDATION**

**From:** Jerome Pilgrim  
Director of Purchasing

**To:** Board of Trustees  
Magda Hernandez,  
Superintendent of Schools

**Date:** November 9, 2021

**Subject:** **Recommendation: Approving the Award of (RFP) #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program**

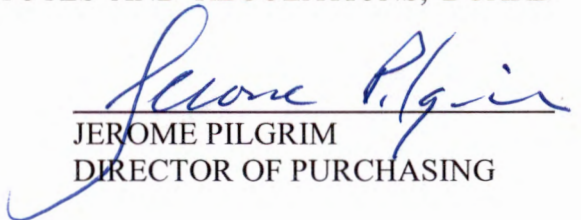
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Fourteen (14) proposals were received in October of 2021, for RFP #22-15-087 for the Purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program. Following review, it was determined that all responding vendors met the requirements and scope of services established by the MTSS Department.

Recommendation is made to Approve the Award of (RFP) #22-15-087 for the purchase of STEAM Coding, Robotics Kits and 3-Dimensional Design for Enrichment Program to the vendors 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 \$600,000 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 THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

  
\_\_\_\_\_  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

## **Attachment 3**

### **List of Recommended Vendors**

#### **RFP 22-15-087 STEAM Coding, Robotics Kits and 3-Dimesional Design for Enrichment Program**

CDW Government  
EAI Education  
Follett School Solutions, Inc  
KinderLab Robotics  
LEGO Education  
Nasco  
NuMinds Enrichment  
Pitsco Education  
SAM Labs  
Squishy Circuits Store LLC  
Starks Janitorial Services  
Tangible Play, Inc  
Thimble.io  
WhyMaker

**ACTION ITEM – BIDS**  
11/15/2021

**TOPIC:** Consider Approval of Item No. 2022-14 Approving Award for Request for Proposal (RFP) #22-14-737 of Grocery and General Retail/Wholesale Merchandise Stores and Supplies

**SUBMITTED BY:** J.Pilgrim

**BACKGROUND:** On November 9, 2021, proposals were received from eight (8) vendors in response to RFP #22-14-737 for Grocery and General Retail/Wholesale Merchandise Stores and Supplies. The proposals were evaluated and requirements that were outlined in the RFP were met by all eight (8) vendors. The multiple vendor award will ensure availability of sufficient vendors to meet the district’s needs. This award will approve vendors who offer the district an established discount from shelf pricing for various categories of groceries, retail merchandise and supplies on an “as needed” basis. Food Service, Campuses and/or individual clubs, groups and organizations within a campus will determine which products, groceries and supplies they wish to purchase.

**FUNDING SOURCE:** Various Local Funds

**COSTS:** Approximately \$800,000

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve the award of RFP #22-14-737 of Grocery and General Retail/Wholesale Merchandise Stores and Supplies to multiple vendors for one (1) year with the option to renew for three (3) additional 12-month periods.

**RECOMMENDED BOARD ACTION:** I move the Board to Approve the Award of RFP #22-14-737 of Grocery and General Retail/Wholesale Merchandise Stores and Supplies.

Additional Agenda Sheets Attached:  Yes  No

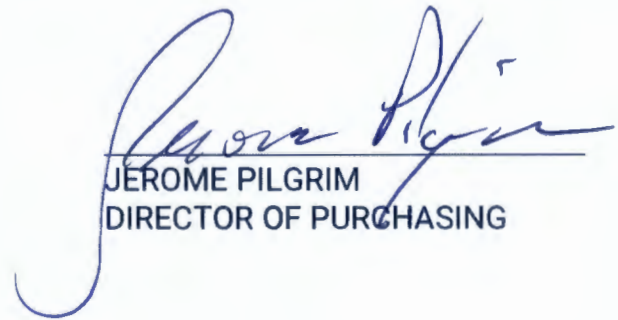
**AGENDA SHEET**

**Meeting Date:**11/15/2021

**Topic:** Consider Approval of Item No. 2022-14 Approving Award for Request for Proposal (RFP) #22-14-737 of Grocery and General Retail/Wholesale Merchandise Stores and Supplies

<b>Item No.</b>	2022-14
<b>Recommended Vendor(s)</b>	Multiple Vendors (Refer to Exhibit A)
<b>Contract Type (e.g. Co-op, RFP)</b>	RFP #22-14-737
<b>Contract Term or One Time Purchase</b>	One year with three (3) additional one-year options
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<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 dated November 3, 2021, from Jerome Pilgrim
2. List of Awarded Vendors- Exhibit A

**PURCHASING AWARD RECOMMENDATION**

Date: November 3, 2021

TO: Board of Trustees,  
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approving Award for RFP # 22-14-737 for Grocery and General Retail/Wholesale Merchandise Stores and Supplies**

Eight (8) vendors responded to the RFP #22-14-737 for Grocery and General Retail/Wholesale Merchandise Stores and Supplies. Following the initial evaluation of the proposals by Purchasing, all xx were deemed responsive and met the requirements outlined in the RFP.

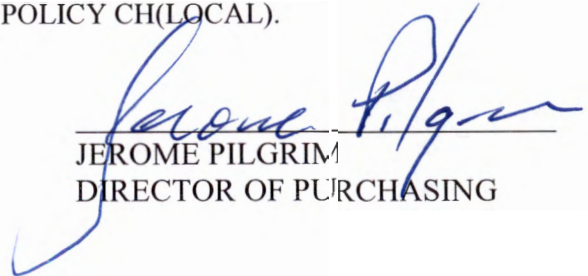
These vendors will primarily be utilized by Campuses, Culinary Arts, and Food Service to purchase grocery, merchandise and various other “as needed” supplies using local funds with an approximate cost of \$800,000.00.

This is not an exclusive award as the district reserves the right to procure from other cooperative contract vendors when appropriate.

I recommend approving award of RFP #22-14-737 for Grocery and General Retail/Wholesale Merchandise Stores and Supplies to the following vendors:

Ben E Keith	Globex America (CPI Importers)
Hobby Lobby	Howell International
Klement Distribution Inc.	Kroger Texas LP (The Kroger Company)
Sam’s Club	Snapshot Mediaworks

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDORS PROVIDE THE BEST VALUE FOR THE DESCRIBED 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

# EXHIBIT A

## Awarded Vendors

RFP #22-14-737

Grocery and General Retail/Wholesale Merchandise Stores Supplies

Vendors
Ben E. Keith Company
Globex America (CPI Importers Inc)
Hobby Lobby Stores Inc
Howell International
Klement Distribution Inc
Kroger Texas LP (The Kroger Company)
Sam's Club

**CONSENT AGENDA ITEM-BIDS**  
**11/15/2021**

**TOPIC:** Consider Approval of Item No. 2022-15 Approving the Award of Request for Proposal (RFP) #22-12-884, (RFP) #22-16-884, and (RFP) #22-18-884 for the Purchase of Special Education Curriculum Platform, Special Education Professional Development Consulting Services, and Special Education Instructional Supplies and Materials, Respectively.

**SUBMITTED BY:** T. Wilson/J. Pilgrim

**BACKGROUND:** In October of 2021, Irving ISD received a combination of forty-three (43) proposals in response to RFP #22-12-884 for the Purchase of an Online Special Education Curriculum Platform, RFP #22-16-884 for Special Education Professional Development Consultant Services and RFP # 22-18-884 for Special Education Instructional Supplies and Materials. Vendors approved pursuant to these RFPs will provide resources that will target various disabilities and help train and equip the Special Education Staff and Students in high areas of need.

The proposals were evaluated by the district's Special Education Department. Multiple vendors are recommended to provide a vast array of products and services on an "as needed" basis. The term of services will be for one (1) year with the district's option to extend and renew annually for up to two (2) twelve (12) month periods.

**FUNDING SOURCE:** Elementary and Secondary School Emergency Relief Fund (ESSER)

**COSTS:** Estimated: \$250,000

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Board Approve the Award of Award of Request for Proposal (RFP) #22-12-884, (RFP) #22-16-884, and (RFP) #22-18-884 for the Purchase of Special Education Curriculum Platform, Special Education Professional Development Consulting Services, and Special Education instructional Supplies and Materials, respectively, for a term of one (1) year with the option to renew annually for up to two (2) additional twelve (12) month periods.

**RECOMMENDED BOARD MOTION:** I Move that the Board approve the award of Award of Request for Proposal (RFP) #22-12-884, (RFP) #22-16-884, and (RFP) #22-18-884 for the Purchase of Special Education Curriculum Platform, Special Education Professional Development Consulting Services, and Special Education instructional Supplies and Materials, respectively.

Additional Agenda Sheets Attached:  Yes  No

**AGENDA SHEET**

**Meeting Date:**11/15/2021

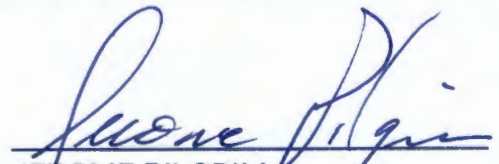
**Topic:** Consider Approval of Item No. 2022-15 Approving the Award of Request for Proposal (RFP) #22-12-884, (RFP) #22-16-884, and (RFP) #22-18-884 for the Purchase of Special Education Curriculum Platform, Special Education Professional Development Consulting Services, and Special Education instructional Supplies and Materials, respectively.

<b>Item No.</b>	2022-15
<b>Recommended Vendor(s)</b>	Multiple Vendors - See Attachment 3
<b>Contract Type (e.g. Co-op, RFP)</b>	RFP #22-12-884, RFP 22-16-884 and RFP #22-18-884
<b>Contract Term or One Time Purchase</b>	One (1) year with two (2) additional one-year options
<b>Sole Source Vendor &amp; Documentation</b>	
<b>Vendor is at least 51% woman or minority business</b>	<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).



TIFFANY WILSON  
DIRECTOR OF SPECIAL EDUCATION COMPLIANCE



JEROME PILGRIM  
DIRECTOR OF PURCHASING

**ATTACHMENTS:**

- 1: Memo from Tiffany Wilson dated November 2, ,2021
- 2: Memo from Jerome Pilgrim dated November 9, 2021
- 3: Awarded Vendors by Category



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: Tiffany Wilson, Director of Special Education Compliance  
Date: November 2, 2021  
Subject: Award of RFP #22-12-884 Online Special Education Curriculum, RFP #22-16-884 Special Education Professional Development and RFP #22-18-884 Special Education Instructional Supplies and Materials

The Special Education Department is recommending the approval Award of Award of RFP #22-12-884 Online Special Education Curriculum, RFP #22-16-884 Special Education Professional Development and RFP #22-18-884 Special Education Instructional Supplies and Materials that will be provided by multiple vendors to Irving ISD students and employees on an as needed basis.

Online Special Education Curriculum and Professional Development offered by the vendors offers resources for students, parents, and teachers. The resources offer a wide variety of subjects that target various disabilities and a full continuum of age starting with ECSE and going through 18+. They have web-based software that aligns with core instruction, transition, social skills, and social-emotional competencies as well as with TEKS. Staff will benefit from initial and follow up training opportunities. The Professional Development opportunities will help train and equip students and/or staff in high areas of need.

It is anticipated that the Online Special Education Curriculum and Professional Development will not exceed \$250,000 annually in total. The funds used to contract these services will come from the ESSER grant.

**PURCHASING AWARD RECOMMENDATION**

**From:** Jerome Pilgrim  
Director of Purchasing

**To:** Board of Trustees  
Magda Hernandez,  
Superintendent of Schools

**Date:** November 9, 2021

**Subject:** **Recommendation: Approving the Award of RFP #22-12-884 Online Special Education Curriculum, RFP #22-16-884 Special Education Professional Development and RFP #22-18-884 Special Education Instructional Supplies and Materials**

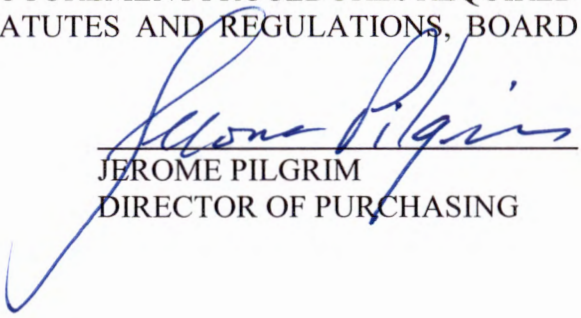
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Forty- three (43) proposals were received in October of 2021, for RFP #22-12-884 for the Purchase of Online Special Education Curriculum, RFP #22-16-884 Special Education Professional Development and RFP #22-18-884 Special Education Instructional Supplies and Materials.

Recommendation is made to Approve the Award of (RFP) #22-12-884 for the Purchase Online Special Education Curriculum, RFP #22-16-884 Special Education Professional Development and RFP #22-18-884 Special Education Instructional Supplies and Materials to the vendors 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 \$250,000 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 THE PROCUREMENT PROCEDURES REQUIRED BY APPLICABLE STATE AND FEDERAL STATUTES AND REGULATIONS, BOARD POLICY CH(LOCAL).

  
\_\_\_\_\_  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

## **Attachment 3**

### **List of Recommended Vendors**

**RFP 22-12-884 Online Special Education Curriculum**

**RFP 22-16-884 Special Education Professional Development and  
RFP 22-18-884 Special Education Instructional Supplies and Materials**

**RFP 22-12-884 Online Special Education Curriculum**

Attainment Company

n2y, LLC

Read Naturalluy, Inc

Rethink Autism, Inc

SpecialNeedsWare Inc dba ONEder

**RFP 22-16-884 Online Special Education Curriculum**

Association for Supervision and Curriculum

Catapault Learning

Crisis Prevention

Institute, Inc

ECS learning Systems

Heather Towell

Learning Without Tears

Light Street Special Education Solutions

National Training Network, Inc

Rethink Autism, Inc

TWB Elite Consulting LLC

Walsh Gallegos trevino Russo & Kyle P.C

**RFP 22-18-884 Special Education Instructional Supplies and Materials**

Attainment Company

Discount School Supply

Gibbs Smith Education

Lakeshore Learning Materials

Learning Without Tears

Maxi Aids Inc

Mealtime Partners, Inc

Medicaleshop Inc

Really Good Stuff

Rifton Equipment

Savvas Learning Company LLC

School Specialty, LLC

Starks Janitorial Servies

## **Attachment 3**

Super Duper Publications

Tangible Play, Inc

Therapy Shoppe

University of TX at Dallas Callier Center for Communication Disorders

**CONSENT AGENDA ITEM  
11/15/2021**

**TOPIC:** Consider Approval Item No. 2022-16 Approving the Construction Manager-At-Risk (CMAR) Delivery Method and the proposal evaluation criteria for construction of the Center for Employee Development and Wellness project at Singley Academy. In Addition, the Administration requests that the Board delegate its Authority under Government Code 2269.053 to the Superintendent or Her Designee (Director of Purchasing) regarding actions required in the Request for Bids, Proposals, or Qualifications or in an addendum to the Request

**SUBMITTED BY:** J. Pilgrim / A. Smith / F. Natividad

**BACKGROUND:** Pursuant to the Texas Government Code Chapter 2269 (f), the District intends to issue a Request for Qualifications (RFQ) in order to select a Construction-Manager-at-Risk (CMAR) firm to construct the new Center for Employee Development and Wellness project at Singley Academy.

The Administration reviewed and analyzed various construction delivery methods allowed by the Government Code, including Request for Competitive Proposals, Competitive Bids, and Design-Build. Following the analysis, it was determined that the CMAR method provides the best value in terms of cost, owner involvement and control, specification design, and other general conditions. Please refer to page #2 to view additional advantages of the CMAR Construction Delivery Method. Lastly, pursuant to Texas Government Code 2269.053, Delegation of Authority, the Administration request the Board delegates its authority to the Superintendent or Her Designee (Director of Purchasing) to facilitate and execute actions related to Request for Bids, Proposals, or Qualifications or in an Addendum to the request.

**FUNDING SOURCE:** Tax Increment Financing (TIF) Funds

**COSTS:** Estimated \$9 Million


**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve the Construction Manager-At-Risk (CMAR) Delivery and Procurement Method and proposal evaluation criteria for construction of the Center for Employee Development and Wellness project at Singley Academy and Delegate Authority to the Superintendent or Her Designee (Director of Purchasing) to execute actions required in the Request for Bids, Proposals, or Qualifications or in an addendum to the Request.

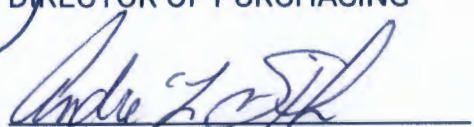
Additional Agenda Sheets Attached:  Yes  No

**RECOMMENDED BOARD MOTION:** I move the Board approve the Construction Manager-At-Risk (CMAR) Delivery and Procurement Method and proposal evaluation criteria for construction of the Center for Employee Development and Wellness project at Singley Academy and Delegate Authority the Superintendent or her Designee (Director of Purchasing) to execute actions required in the Request for Bids, Proposals, or Qualifications or in an addendum to the Request

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

  
FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

  
DR. ANDRE SMITH, Ed.D.  
CHIEF OF ADMINISTRATIVE SERVICES

ATTACHMENTS:

- 1: EXHIBIT A - Advantages of the CMAR Construction Delivery Method
- 2: EXHIBIT B – Evaluation Selection Criteria
3. EXHIBIT C – Building Site Plan

## AGENDA SHEET

**Meeting Date:**11/15/2021

**Topic:** . Consider Approval of the Construction Manager-At-Risk (CMAR) Delivery and Procurement Method and proposal evaluation criteria for construction of the Center for Employee Development and Wellness project at Singley Academy. In Addition, the Administration requests that the Board delegate its Authority under Government Code 2269.053 to the Superintendent or Her Designee regarding actions required in the Request for Bids, Proposals, or Qualifications or in an addendum to the Request.

### IRVING INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Randy Randle, President Board of Trustees

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Pamela Campbell, Secretary Board of Trustees

Date: \_\_\_\_\_

**RECOMMENDED BY:**

\_\_\_\_\_  
Magda Hernandez, Superintendent of Schools

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Esther Kolni, General Counsel

Date: \_\_\_\_\_

## Exhibit A

### Advantages of the CMAR Delivery Method include:

1. The CMAR is a delivery method by which the district contracts directly with an architect or engineer firm for the design and construction phase, then contracts separately with a construction manager-at-risk firm to serve as the general contractor during the construction of the facility.
2. Selection of the CMAR will be based on criteria that includes qualifications, experience, and fees and general conditions of the project (Refer to Exhibit B – Proposal Selection Criteria).
3. The CMAR will provide a Guaranteed Maximum Price (GMP). The Administration will present that contract to the Board for approval.
4. The CMAR then becomes a project team member with the district in the design and pre-construction phase of the project.
5. The CMAR review and evaluates construction documents, construction costs, coordinates the construction schedule, negotiates change orders or alternative design options, systems and materials
6. The CMAR then competitively bid and award the project subcontractors with Owner/Architect's oversight.
7. Lastly, the Texas Government Code 2269.053 states as follows:
8. Delegation of Authority
  - (a) The governing body of a governmental entity may delegate its authority under this chapter regarding an action authorized or required by this chapter to a designated representative, committee, or other person.
  - (b) The governmental entity shall provide notice of the delegation, the limits of the delegation, and the name or title of each person designated under Subsection (a) by rule or in the request for bids, proposals, or qualifications or in an addendum to the request.

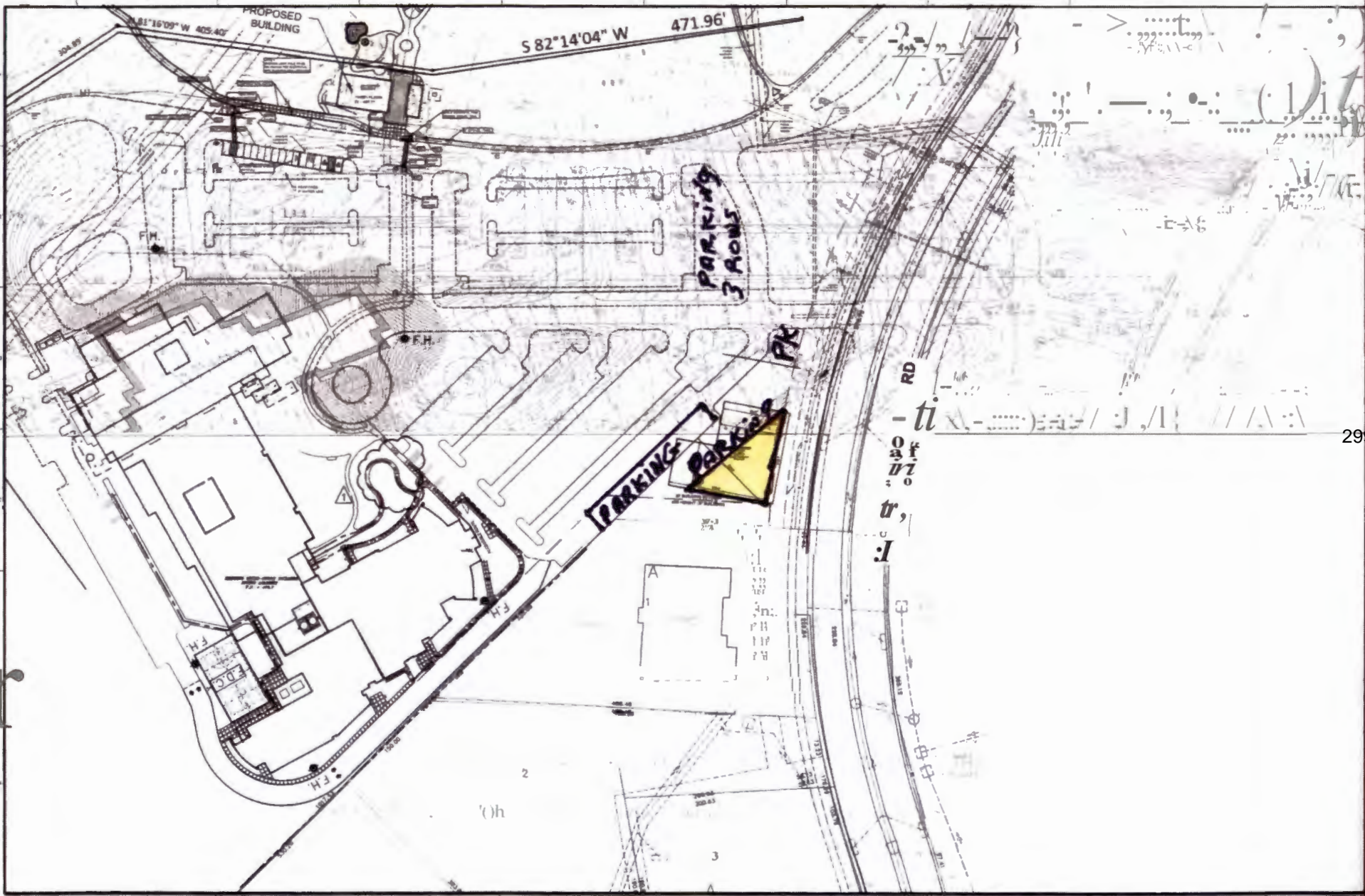
**EXHIBIT B - EVALUATION CRITERIA FOR CONSTRUCTION**

Vendor		Evaluators		
Company Name	Bid# and Project Name <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
Criteria	Comments	Points Awarded	Weight	Total Weigh
(1) Price;	Low price will receive highest score provided it is responsive to ALL SPECIFICATIONS. All other proposals which meet minimum solicitation requirements will be scaled in rank order as a percentage of the low proposal price.	0	40%	0.000
(2) Offerors Experience;	Has the offeror provided written documentation which demonstrates successful experience providing the products and services required in this solicitation? Does the documentation provided demonstrate projects of comparable trades, size and complexity? Has the offeror operated under the same company name and federal tax identification number for 5 years	0	10%	0.000
(3) Offeror's Reputation;	Did the offeror provide complete information for required minimum number of references? Did the references respond in the affirmative that they would be likely to do business with the company again, if given the opportunity? Did the references provide positive or negative feedback regarding the offeror?	0	10%	0.000
(4) Quality of Offeror's Goods and/or Services;	Does the offeror agree to meet the minimum requirement of the published specifications for goods and/or services? Has the offeror performed satisfactory work for Irving ISD or other school districts for comparable goods and/or services on comparable projects? Has the offeror performed satisfactorily on previous projects in the District.	0	15%	0.000
(5) Impact on the Ability of the District to Comply with Rules and Policies Relating to Historically Underutilized Businesses;	Is the firm a certified HUB or D/M/WBE? Irving ISD encourage vendors to provide opportunities to HUB or D/M/WBE firms to compete for work when portions of the work are subcontracted	0	5%	0.000
(6) Proposed Personnel;	Is the firm proposing specific supervisory personnel for the job that are experienced in the type and scope of project described in the specifications? Did the offeror provide information documenting supervisory personnel's demonstrated experience and ability to manage projects of this type and scope?	0	5%	0.000
(7) Offeror's Financial Capabilities Appropriate to Size and Scope of Project;	Did the offeror provide requested financial information Has the offeror's company filed for bankruptcy protection, under its current federal tax identification number, within the past 15 years? If yes, please explain.	0	5%	0.000
(8) Other Appropriate Factors that Demonstrate Qualifications;	Does the firm agree to meet the designated construction schedule? Yes or No. Does the firm's organizational structure, licensing and financial information indicate that the firm can undertake the project?	0	10%	0.000
<b>Grand Total Score</b>		0.000	100%	

**Grand Total Score**  
**0.000**

0.000      100%

EXHIBIT C



NOTE: THE CITY OF IRVING CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED ON THESE PLANS OR NOT.



**CONSENT ITEM**  
**11/16/2015**

**TOPIC:** Consider Approval of Resolution No. 21-22-03 Casting Vote for the Fifth Member of the Board of Directors of the Dallas Central Appraisal District

**SUBMITTED BY:** Fernando Natividad

**BACKGROUND:** The Irving ISD has the right to vote by official resolution one candidate as the fifth member of the Board of Directors of the Dallas Central Appraisal District. The candidate must be elected by a majority vote. Only one candidate has been nominated and a formal vote by resolution is requested.

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve Resolution No. 21-22-03 casting Irving ISD's vote for Cassandra Phillips.

**RECOMMENDED BOARD MOTION:** I recommend the Board approve Resolution No. 21-22-03 casting Irving ISD's vote for Cassandra Phillips.

Attachments:

1. Letter from Dallas Central Appraisal District
2. Resolution No. 21-22-03



**Dallas Central Appraisal District**

Date: October 28, 2021

To: Randy Randle, President, Irving ISD

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban School Districts' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 17, 2021. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating school districts.

<b>Nominee</b>	<b>Entity(s) Nominating</b>
Ms. Cassandra Phillips	Duncanville ISD

**We have included the nominee bio. If you have questions concerning the candidates please contact the entities who nominated them.**

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 17, 2021. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore it is imperative that your taxing unit cast its vote before the December 17, 2021 deadline.**

WKN/arg

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

cc: Magda Hernandez, Superintendent, Irving ISD  
Fernando Natividad, CFO  
Cher Roye, Tax Department

RESOLUTION NO. 21-22-03

A RESOLUTION OF THE IRVING INDEPENDENT SCHOOL DISTRICT CASTING ITS VOTE FOR THE FIFTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the Irving Independent School District does hereby cast its vote by marking the ballot below:  
(Check one only)

**Cassandra Phillips**

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Irving Independent School District/ Community College District does hereby confirm its one (1) vote for the election of Cassandra Phillips as the suburban school districts' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 15th day of November, 2021.

ATTEST: \_\_\_\_\_  
PAMELA CAMPBELL, SECRETARY  
BOARD OF TRUSTEES

\_\_\_\_\_  
RANDY RANDALL, PRESIDENT  
BOARD OF TRUSTEES

SEAL:

**CONSENT AGENDA ITEM**

11/15/2021

**TOPIC:** Consider Approval of Final Payment and Closeout Documentation for the Irving ISD Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School

**SUBMITTED BY:** Jim Scrivner, Executive Director of Facilities and School Support Services

**BACKGROUND:** On January 19, 2021, the Board of Trustees approved a contract with Acumen Enterprises for Gym HVAC Replacement at Irving High School, MacArthur High School, and Nimitz High School in the amount of \$ \$597,000.

In review, the project included turn-key work for the installation of designated HVAC systems, piping, electrical, and other related parts for a complete and operational system for the weight rooms at the High Schools.

The work has been completed and the project is ready for closeout. The district is well satisfied with the result. As a part of the closeout documentation, change orders are included that returns \$17,672 to the district, resulting in the final contract amount being \$579,328.

**ADMINISTRATIVE RECOMMENDATION:** The administration recommends approval of Final Payment and Closeout Documentation for the Irving ISD Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School.

**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:**11/15/2021

**Topic:** Consider Approval of Final Payment and Closeout Documentation for the Irving ISD Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School

**Attachments:**

1. Final Payment Applications
2. Final Change Orders
3. Contractor's Affidavit of Payment of Debts and Claims
4. Contractors' Affidavit of Release of Liens
5. Consent of Surety to Final Payment

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER Irving ISD  
2621 W. Airport Freeway  
Irving, Texas 75062

PROJECT: Irving HS  
900 N. O'Connor Rd,  
Irving, Texas 76061

APPLICATION NO: 03

PERIOD TO: 31-Aug-21

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: Acumen Enterprises, Inc.  
P. O. Box 673  
DeSoto, TX 75123-0673

VIA ENGINEER: EMA Engineering & Consulting  
328 S. Broadway AVE.  
Tyler, Texas 75702

Purchase Order 108547-00

CONTRACT FOR: Construction Services

CONTRACT DATE: 19-Jan-21

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	199,000.00
2. Net change by Change Orders	\$	(5,509.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	193,491.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	193,491.00
5. RETAINAGE: (Original Contract Only)		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	193,491.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	172,425.00
8. CURRENT PAYMENT DUE	\$	21,066.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

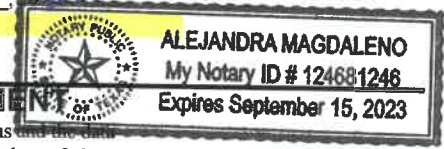
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month (#1)	\$4,441.00	\$5,509.00
TOTALS	\$4,441.00	\$5,509.00
NET CHANGES by Change Order	\$4,441.00	\$5,509.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Acumen Enterprises, Inc.

By: *[Signature]* Date: 8/24/2021

State of Texas County of Dallas  
Subscribed and sworn to before me this 24th day of August, 2021  
Notary Public: A. Magdaleno  
My Commission expires: 9-15-23



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ 21,066.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*

By: \_\_\_\_\_ Date: 31-Aug-21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Irving HS  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03  
 APPLICATION DATE: 24 - Aug - 21  
 PERIOD TO: 31 - Aug - 21  
 PURCHASE ORDER NO: 108547-00

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
<b>ORIGINAL CONTRACT</b>									
1	Bonds	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%	\$ -	\$ -
2	Submittals	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -	\$ -
3	Mobilization	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100.00%	\$ -	\$ -
4	Irving Mech. Labor	\$ 42,080.00	\$ 42,080.00	\$ -	\$ -	\$ 42,080.00	100.00%	\$ -	\$ -
5	Irving Mech. Material	\$ 23,540.00	\$ 23,540.00	\$ -	\$ -	\$ 23,540.00	100.00%	\$ -	\$ -
6	Irving Plumbing Labor	\$ 9,897.00	\$ 9,897.00	\$ -	\$ -	\$ 9,897.00	100.00%	\$ -	\$ -
7	Irving Plumbing Material	\$ 2,439.00	\$ 2,439.00	\$ -	\$ -	\$ 2,439.00	100.00%	\$ -	\$ -
14	Irving Elect. Labor	\$ 15,715.00	\$ 15,715.00	\$ -	\$ -	\$ 15,715.00	100.00%	\$ -	\$ -
15	Irving Elect. Material	\$ 7,857.00	\$ 7,857.00	\$ -	\$ -	\$ 7,857.00	100.00%	\$ -	\$ -
16	Irving Controls. Material	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100.00%	\$ -	\$ -
17	Irving Fire Protection Labor	\$ 3,815.00	\$ 3,815.00	\$ -	\$ -	\$ 3,815.00	100.00%	\$ -	\$ -
18	Irving Fire Protection Material	\$ 2,907.00	\$ 2,907.00	\$ -	\$ -	\$ 2,907.00	100.00%	\$ -	\$ -
19	Irving TAB Labor	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%	\$ -	\$ -
20	Irving TAB Report	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%	\$ -	\$ -
21	Irving Gen. Const. Labor	\$ 16,500.00	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	100.00%	\$ -	\$ -
22	Irving Gen. Construction Material	\$ 8,250.00	\$ 8,250.00	\$ -	\$ -	\$ 8,250.00	100.00%	\$ -	\$ -
23	Punch list	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%	\$ -	\$ -
24	Closeout Documents	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00	100.00%	\$ -	\$ -
25	Contingency	\$ 9,950.00	\$ -	\$ 4,441.00	\$ -	\$ 4,441.00	44.63%	\$ 5,509.00	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
30		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
<b>GRAND TOTALS</b>		\$ 199,000.00	\$ 181,500.00	\$ 11,991.00	\$ -	\$ 193,491.00	97.23%	\$ 5,509.00	\$ -

# **AIA® Document G701™ – 2017**

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Gym HVAC Replacement Irving HS 900 N O'Connor Rd Irving, TX 75061 <b>OWNER:</b> <i>(Name and address)</i> Irving Independent School District 2621 West Airport Freeway Irving, TX 75062	<b>CONTRACT INFORMATION:</b> Contract For: HVAC Replacement Date: January 19, 2021 <b>Engineer:</b> <i>(Name &amp; address)</i> Estes, McClure & Associates Inc. 328 S. Broadway Ave. Tyler, TX 75702	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01 Date: 07/29/2021 <b>CONTRACTOR:</b> <i>(Name and address)</i> Acumen Enterprises, Inc. PO Box 673 DeSoto, TX 75123-0673
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**THE CONTRACT IS CHANGED AS FOLLOWS: "Credit for Unused Allowance"**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$ 199,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 199,000.00
The Contract Sum will be <del>decreased</del> increased by this Change Order in the amount of	\$ -5,509.00
The new Contract Sum including this Change Order will be	\$ 193,491.00

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

FMA _____ <b>ENGINEER (Firm name)</b>  _____ <b>SIGNATURE</b> Marcus B. Eickert, Director _____ <b>PRINTED NAME AND TITLE</b> 11/9/21 _____ <b>DATE</b>	Irving ISD _____ <b>OWNER (Firm name)</b>  _____ <b>SIGNATURE</b> Randy Randle, Board President _____ <b>PRINTED NAME AND TITLE</b> November 15, 2021 _____ <b>DATE</b>	Acumen Enterprises, Inc. _____ <b>OWNER (Firm name)</b>  _____ <b>SIGNATURE</b> Wayne Boyter, President _____ <b>PRINTED NAME AND TITLE</b> 12-Oct-2021 _____ <b>DATE</b>
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# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: Irving ISD  
2621 W. Airport Freeway  
Irving, Texas 75062

PROJECT: MacArthur HS  
3700 N. MacArthur Blvd,  
Irving, Texas 75038

APPLICATION NO: 03

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: Acumen Enterprises, Inc.  
P. O. Box 673  
DeSoto, TX 75123-0673

VIA ENGINEER: EMA Engineering & Consulting  
328 S. Broadway AVE.  
Tyler, Texas 75702

PERIOD TO: 31-Aug-21

PURCHASE ORDER 108548-00

CONTRACT FOR: Construction Services

CONTRACT DATE: 19-Jan-21

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

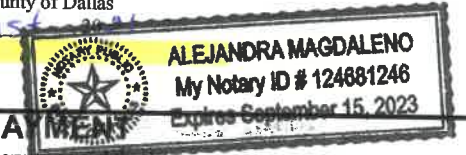
1. ORIGINAL CONTRACT SUM	\$	199,000.00
2. Net change by Change Orders	\$	(4,567.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	194,433.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	194,433.00
5. RETAINAGE: (Original Contract Only)		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	194,433.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	172,425.00
8. CURRENT PAYMENT DUE	\$	22,008.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Acumen Enterprises, Inc.

By: *[Signature]* Date: 8/24/2021

State of Texas County of Dallas  
Subscribed and sworn to before me this 24th day of August 2021  
Notary Public: *A. Magdaleno*  
My Commission expires: 9-15-2023



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 22,008.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 31-Aug-21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month (#1)	\$5,383.00	\$4,567.00
TOTALS	\$5,383.00	\$4,567.00
NET CHANGES by Change Order	\$5,383.00	\$4,567.00

Acumen Enterprises, Inc.  
PO Box 673

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. **MacArthur HS**  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 03  
APPLICATION DATE: 24-Aug-21  
PERIOD TO: 31-Aug-21  
ARCHITECT'S PROJECT NO: 108548-00

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
<b>ORIGINAL CONTRACT</b>									
1	Bonds	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%	\$ -	\$ -
2	Submittals	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -	\$ -
3	Mobilization	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100.00%	\$ -	\$ -
4	MacArthur Mech. Labor	\$ 42,080.00	\$ 42,080.00	\$ -	\$ -	\$ 42,080.00	100.00%	\$ -	\$ -
5	MacArthur Mech. Material	\$ 23,540.00	\$ 23,540.00	\$ -	\$ -	\$ 23,540.00	100.00%	\$ -	\$ -
6	MacArthur Plumbing Labor	\$ 9,897.00	\$ 9,897.00	\$ -	\$ -	\$ 9,897.00	100.00%	\$ -	\$ -
7	MacArthur Plumbing Material	\$ 2,439.00	\$ 2,439.00	\$ -	\$ -	\$ 2,439.00	100.00%	\$ -	\$ -
8	MacArthur Elect. Labor	\$ 15,715.00	\$ 15,715.00	\$ -	\$ -	\$ 15,715.00	100.00%	\$ -	\$ -
9	MacArthur Elect. Material	\$ 7,857.00	\$ 7,857.00	\$ -	\$ -	\$ 7,857.00	100.00%	\$ -	\$ -
10	MacArthur Controls. Material	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100.00%	\$ -	\$ -
11	MacArthur Fire Protection Labor	\$ 3,815.00	\$ 3,815.00	\$ -	\$ -	\$ 3,815.00	100.00%	\$ -	\$ -
12	MacArthur Fire Protection Material	\$ 2,907.00	\$ 2,907.00	\$ -	\$ -	\$ 2,907.00	100.00%	\$ -	\$ -
13	MacArthur TAB Labor	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%	\$ -	\$ -
14	MacArthur TAB Report	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%	\$ -	\$ -
15	MacArthur Gen. Const. Labor	\$ 16,500.00	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	100.00%	\$ -	\$ -
16	MacArthur Gen. Construction Material	\$ 8,250.00	\$ 8,250.00	\$ -	\$ -	\$ 8,250.00	100.00%	\$ -	\$ -
17	Punch List	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	0.00%	\$ -	\$ -
18	Closeout Douments	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00	0.00%	\$ -	\$ -
19	Contingency	\$ 9,950.00	\$ -	\$ 5,383.00	\$ -	\$ 5,383.00	0.00%	\$ 4,567.00	\$ -
20		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
21		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
22		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
24		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
25		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
<b>GRAND TOTALS</b>		\$ 199,000.00	\$ 181,500.00	\$ 12,933.00	\$ -	\$ 194,433.00	97.71%	\$ 4,567.00	\$ -

November 15, 2021

Exhibits III-A#15(11-15-21)



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Gym HVAC Replacement  
 MacArthur HS  
 3700 N. MacArthur Blvd  
 Irving, TX 75038  
**OWNER:** *(Name and address)*  
 Irving Independent School District  
 2621 West Airport Freeway  
 Irving, TX 75062

**CONTRACT INFORMATION:**  
 Contract For: HVAC Replacement  
 Date: January 19, 2021  
**Engineer:** *(Name & address)*  
 Estes, McClure & Associates Inc.  
 328 S. Broadway Ave.  
 Tyler, TX 75702

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 01  
 Date: 07/28/2021  
**CONTRACTOR:** *(Name and address)*  
 Acumen Enterprises, Inc.  
 PO Box 673  
 DeSoto, TX 75123-0673

### THE CONTRACT IS CHANGED AS FOLLOWS: "Credit for Unused Allowance"

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$ 199,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	<del>\$ 199,000.00</del>
The Contract Sum will be <sup>decreased</sup> <del>increased</del> by this Change Order in the amount of	<del>\$ 4,567.00</del>
The new Contract Sum including this Change Order will be	\$ 194,433.00

The Contract Time will be increased by Zero (0) days.  
 The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

EMA  
**ENGINEER** *(Firm name)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SIGNATURE**  
Mark B. Baker, Architect  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
11/9/2021  
**DATE**

Irving ISD  
**OWNER** *(Firm name)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SIGNATURE**  
Randy Randle, Board President  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
November 15, 2021  
**DATE**

Acumen Enterprises, Inc.  
**OWNER** *(Firm name)*  
 \_\_\_\_\_  
 \_\_\_\_\_  
**SIGNATURE**  
Wayne Boyter, President  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
12-Oct-2021  
**DATE**

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER: Irving ISD  
2621 W. Airport Freeway  
Irving, Texas 75062

PROJECT: Nimitz HS  
100 w. Oakdale Rd,  
Irving, Texas 75060

APPLICATION NO: 03  
PERIOD TO: 31-Aug-21

Distribution to:

FROM CONTRACTOR:  
Acumen Enterprises, Inc.  
P. O. Box 673  
DeSoto, TX 75123-0673

VIA ARCHITECT:  
EMA Engineering & Consulting  
328 S. Broadway AVE.  
Tyler, Texas 75702

PURCHASE ORDER 108549-00

OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT FOR: Construction Services

CONTRACT DATE: 19-Jan-21

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$	199,000.00
2. Net change by Change Orders	\$	(7,596.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	191,404.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	191,404.00
5. RETAINAGE: (Original Contract Only)		
a. % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	191,404.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	172,425.00
8. CURRENT PAYMENT DUE	\$	18,979.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

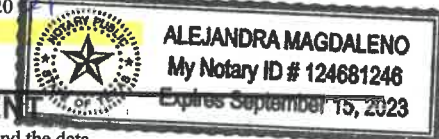
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month (#1)	\$2,354.00	\$7,596.00
TOTALS	\$2,354.00	\$7,596.00
NET CHANGES by Change Order	\$2,354.00	\$7,596.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Acumen Enterprises, Inc.

By: *[Signature]* Date: 8/24/2021

State of Texas County of Dallas  
Subscribed and sworn to before me this 24th day of August, 2021  
Notary Public: *A. Magdaleno*  
My Commission expires: 9-15-23



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 18,979.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*  
By: \_\_\_\_\_ Date: 31-Aug-21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Acumen Enterprises, Inc.  
**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 03  
 APPLICATION DATE: 24-Aug-21  
 PERIOD TO: 31-Aug-21  
 PURCHASE ORDER NO: 108549-00

In tabulations below, amounts are stated to the nearest dollar. Nimitz HS  
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
<b>ORIGINAL CONTRACT</b>									
1	Bonds	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	100.00%	\$ -	\$ -
2	Submittals	\$ 22,000.00	\$ 22,000.00	\$ -	\$ -	\$ 22,000.00	100.00%	\$ -	\$ -
3	Mobilization	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	100.00%	\$ -	\$ -
4	Nimitz Mech. Labor	\$ 42,080.00	\$ 42,080.00	\$ -	\$ -	\$ 42,080.00	100.00%	\$ -	\$ -
5	Nimitz Mech. Material	\$ 23,540.00	\$ 23,540.00	\$ -	\$ -	\$ 23,540.00	100.00%	\$ -	\$ -
6	Nimitz Plumbing Labor	\$ 9,897.00	\$ 9,897.00	\$ -	\$ -	\$ 9,897.00	100.00%	\$ -	\$ -
7	Nimitz Plumbing Material	\$ 2,439.00	\$ 2,439.00	\$ -	\$ -	\$ 2,439.00	100.00%	\$ -	\$ -
8	Nimitz Elect. Labor	\$ 15,715.00	\$ 15,715.00	\$ -	\$ -	\$ 15,715.00	100.00%	\$ -	\$ -
9	Nimitz Elect. Material	\$ 7,857.00	\$ 7,857.00	\$ -	\$ -	\$ 7,857.00	100.00%	\$ -	\$ -
10	Nimitz Controls. Material	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	100.00%	\$ -	\$ -
11	Nimitz Fire Protection Labor	\$ 3,815.00	\$ 3,815.00	\$ -	\$ -	\$ 3,815.00	100.00%	\$ -	\$ -
12	Nimitz Fire Protection Material	\$ 2,907.00	\$ 2,907.00	\$ -	\$ -	\$ 2,907.00	100.00%	\$ -	\$ -
13	Nimitz TAB Labor	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	100.00%	\$ -	\$ -
14	Nimitz TAB Report	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	100.00%	\$ -	\$ -
15	NimitzGen. Const. Labor	\$ 16,500.00	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	100.00%	\$ -	\$ -
16	Nimitz Gen. Construction Material	\$ 8,250.00	\$ 8,250.00	\$ -	\$ -	\$ 8,250.00	100.00%	\$ -	\$ -
17	Punch List	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	0.00%	\$ -	\$ -
18	Closeout Documents	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00	0.00%	\$ -	\$ -
19	Contingency	\$ 9,950.00	\$ -	\$ 2,354.00	\$ -	\$ 2,354.00	0.00%	\$ 7,596.00	\$ -
20		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
21		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
22		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
23		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
24		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
25		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
26		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
27		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
28		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
29		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
30		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
31		\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
<b>GRAND TOTALS</b>		\$ 199,000.00	\$ 181,500.00	\$ 9,904.00	\$ -	\$ 191,404.00	96.18%	\$ 7,596.00	\$ -

# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Gym HVAC Replacement  
 Nimitz HS  
 100 W Oakdale Rd  
 Irving, TX 75060  
**OWNER:** *(Name and address)*  
 Irving Independent School District  
 2621 West Airport Freeway  
 Irving, TX 75062

**CONTRACT INFORMATION:**  
 Contract For: HVAC Replacement  
 Date: January 19, 2021  
**Engineer:** *(Name & address)*  
 Estes, McClure & Associates Inc.  
 328 S. Broadway Ave.  
 Tyler, TX 75702

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 01  
 Date: 05/24/2021  
**CONTRACTOR:** *(Name and address)*  
 Acumen Enterprises, Inc.  
 PO Box 673  
 DeSoto, TX 75123-0673

**THE CONTRACT IS CHANGED AS FOLLOWS: "Credit for Unused Allowance"**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The original Contract Sum was	\$ 199,000.00 -
The net change by previously authorized Change Orders	\$ 0.00 -
The Contract Sum prior to this Change Order was	\$ <del>199,000.00</del> -
The Contract Sum will be <sup>decreased</sup> increased by this Change Order in the amount of	\$ <del>7,686.00</del> -
The new Contract Sum including this Change Order will be	\$ <del>191,404.00</del> -
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be	

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>EMA</u> ENGINEER <i>(Firm name)</i>	Irving ISD OWNER <i>(Firm name)</i>	Acumen Enterprises, Inc. OWNER <i>(Firm name)</i>
<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE
<u>Mark Becker, Director</u> PRINTED NAME AND TITLE	Randy Randle, Board President PRINTED NAME AND TITLE	Wayne Boyter, President PRINTED NAME AND TITLE
<u>11/9/21</u> DATE	November 15, 2021 DATE	12-Oct-2021 DATE



# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Gym HVAC Replacement Nimitz, Irving, MacArthur Irving, TX	<b>ENGINEER PROJECT NUMBER:</b> 1 017 0657 002	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Irving Independent School District 2621 West Airport Freeway Irving, TX 75062	<b>CONTRACT FOR:</b> HVAC Replacement <b>CONTRACT DATED:</b> January 19, 2021	

**STATE OF:** Texas  
**COUNTY OF:** Dallas

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

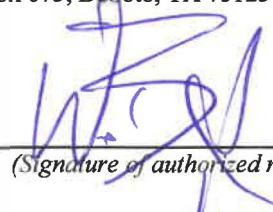
None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment       Yes       No

**CONTRACTOR:** *(Name and address)*  
Acumen Enterprises, Inc  
PO Box 673, DeSoto, TX 75123-0673

BY:

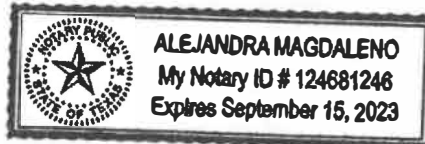
  
\_\_\_\_\_  
*(Signature of authorized representative)*  
  
Wayne Boyter, President  
\_\_\_\_\_  
*(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date: *Oct. 8, 2021*

  
Notary Public: Alejandra Magdaleno  
My Commission Expires: September 15, 2023



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**User Notes:**

 **AIA**® Document G706A™ – 1994

**Contractor's Affidavit of Release of Liens**

**PROJECT:** *(Name and address)*  
Gym HVAC Replacement at three  
Schools  
Nimitz, Irving, MacArthur  
Irving, TX

**ENGINEER PROJECT NUMBER:**  
1 017 0657 002

OWNER:   
ARCHITECT:   
CONTRACTOR:   
SURETY:   
OTHER:

**CONTRACT FOR:** HVAC Replacement  
**CONTRACT DATED:** January 19, 2021

**TO OWNER:** *(Name and address)*  
Irving Independent School District  
2621 West Airport Freeway  
Irving, TX 75062

**STATE OF:** Texas  
**COUNTY OF:** Dallas

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**  
None

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Acumen Enterprises, Inc.  
PO Box 673  
DeSoto, TX 75125-0673

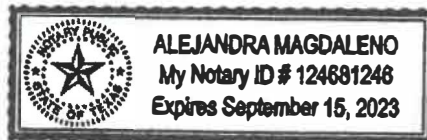
BY: \_\_\_\_\_

*(Signature of authorized representative)*

Wayne Boyter, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: *Oct. 8, 2021*

*A. Magdalena*  
Notary Public: Alejandra Magdaleno  
My Commission Expires: September 15, 2023



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

Bond No. PB-02253100749

PROJECT: Gym HVAC Replacements at Three High Schools

TO: (Owner) **Irving Independent School District  
A Political Subdivision of the State of Texas  
2621 West Airport Freeway  
Irving, TX 75062**

PROJECT NO.

CONTRACT FOR: Construction Services

CONTRACTOR: **Acumen Enterprises, Inc.  
P.O. Box 673  
DeSoto, TX 75123**

CONTRACT DATE: JANUARY 19, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

**Philadelphia Indemnity Insurance Company**

, SURETY,

on Bond of

**Acumen Enterprises, Inc.**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

**Irving Independent School District  
A Political Subdivision of the State of Texas**

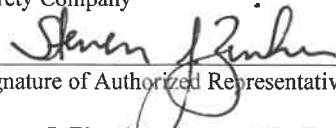
, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,  
the Surety has hereunto set its hand this

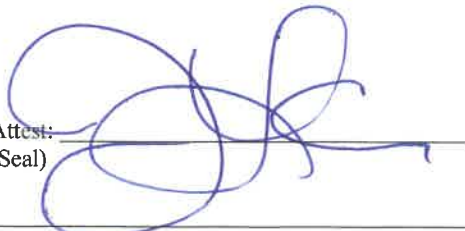
13th day of October, 2021

**Philadelphia Indemnity Insurance Company**  
Surety Company

  
Signature of Authorized Representative

**Steven J. Zinecker, Attorney-In-Fact**  
Title

Attest:  
(Seal)



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

ONE PAGE

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

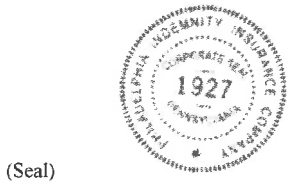
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Clint Norris, Steven J. Zinecker, Jessica Luna Montgomery, Shannon Lewis, Kimberly R. Tallent, Steven L. Thomas and/or Charles K. Miller of Southwest Assurance Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

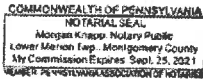
**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knopp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of October, 20 21.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## IMPORTANT NOTICE

To obtain information or make a complaint:  
You may call the Surety's toll free telephone  
number for information or to make a  
complaint at:

**1-877-438-7459**

You may also write Philadelphia Indemnity  
Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

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

**1-800-252-3439.**

You may write the Texas Department of  
Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

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

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

## ADVISO IMPORTANTE

Para obtener informacion o para someter  
una queja: Usted puede llamar al numero  
de telefono gratis de para informacion o  
para someter una queja al:

**1-877-438-7459**

Usted tambien puede escribir a Philadelphia  
Indemnity Insurance Company at:

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
Attention: Senior Vice President and  
Director of Surety

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros  
de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O  
RECLAMOS:** Si tiene una disputa  
concerniente a su prima o a un reclamo,  
debe comunicarse con el Surety primero. Si  
no se resuelve la disputa, puede entonces  
comunicarse con el departamento (TDI).

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

**CONSENT AGENDA ITEM**  
11/15/2021

**TOPIC:** Consider Acceptance of Gifts and Donations to the District

**SUBMITTED BY:** Fernando Natividad, Chief Financial Officer

**BACKGROUND:** Donations received during the month of October 2021

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends acceptance of gifts and donations to the district

**RECOMMENDED BOARD MOTION:** I move the Board approve the acceptance of Gifts and Donations to the District

Attachments:

1. 2021-2022 Year-to-Date Donation Totals
2. October 2021 Donations List

**DONATIONS & GIFTS**  
**Beginning September 2021 - Ending August 2022**

	2021-2022	2021-2022		2020-2021	2020-2021
Month	Monthly Total	YTD Total		Monthly Total	YTD Total
September	\$1,050.00	\$1,050.00		\$29,300.00	\$29,300.00
October	\$646.00	\$1,696.00		\$9,203.78	\$38,503.78
November				\$1,000.00	\$39,503.78
December				\$7,500.00	\$47,003.78
January				\$17,680.00	\$64,683.78
February				\$560.00	\$65,243.78
March				\$0.00	\$65,243.78
April				\$250.00	\$65,493.78
May				\$2,899.65	\$68,393.43
June				\$0.00	\$68,393.43
July				\$0.00	\$68,393.43
August				\$25,520.00	\$93,913.43

**OCTOBER 2021 DONATIONS**  
**(Period October 1, 2021 thru October 31, 2021)**

<u>SCHOOL / DEPT.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<b><u>DEPARTMENTS</u></b>		
Food Service	Amazon Electronic Gift Card from Mia Medina, Program Manager, No Kid Hungry Texa	\$25.00
<b><u>HIGH SCHOOLS</u></b>		
MacArthur HS	T-Shirts and Vinyl to be used by the Life Skills students Donated by Julie Fox	\$391.00
Nimitz HS	Monetary Donation to the Nimitz HS Honor Society by the Ortiz Padilla Family dba Paleteria San Marcos	\$100.00
<b><u>MIDDLE SCHOOLS</u></b>		
deZavala MS	Monetary Donation from Carlos Dones for the deZavala Choir Club	\$100.00
Houston MS	\$10 Gift Card for Sonic, \$10 Gift Card for Dairy Queen, \$10 Gift Card for Chick-Fil-A Donated by Karla Schmidt and Horace Mann to be used for Student Incentives	\$30.00
<b>TOTAL DONATIONS</b>		<b>\$646.00</b>

## NOVEMBER 2021 REPORT FROM DIVISION OF BUSINESS SERVICES

### TAX OFFICE

Total Tax Collections for October 2021 are \$7,758,351

	<u>OCTOBER 2021</u>	<u>YEAR TO DATE</u>
Current Year	\$ 7,661,500	\$ 7,665,055
Delinquent	(8,957)	243,960
Penalty & Interest	105,763	182,567
Other	45	583
Total	<u>\$ 7,758,351</u>	<u>\$ 8,092,165</u>

### BUSINESS SERVICES

Payroll for October 2021 was paid as follows:

	<u>GROSS PAY</u>	<u>BENEFITS</u>	<u>TOTAL</u>
Local Maintenance	\$ 19,959,833	\$ 3,853,235	\$ 23,813,068
Special Revenue	3,023,847	630,690	\$ 3,654,537
Total	<u>\$ 22,983,680</u>	<u>\$ 4,483,925</u>	<u>\$ 27,467,605</u>

### INVESTMENT EARNINGS REPORT

	<u>SEPTEMBER 2021</u>	<u>YEAR TO DATE</u>
Local Maintenance	\$ 11,641	\$ 11,641
Federal Programs	488	488
Interest & Sinking	331	331
Capital Projects	0	0
Internal Service	76	76
Total All Funds	<u>\$ 12,536</u>	<u>\$ 12,536</u>

## MEMO

**TO:** Fernando Natividad, Chief Financial Officer  
**FROM:** Cher Elzy, Director Tax Operations  
**SUBJECT:** Monthly Tax Report  
**DATE:** November 15, 2021

Attached for your consideration is the collection activity for the month of October 2021.

Our monthly collections for October reflect (\$8,958) in delinquent collections and \$7,661,500 in current collections and \$105,690 in penalty and interest. Adjustments made (\$219,570) in changes to delinquent tax years and \$6,341,619 in changes made to current year. Our current year (2021) reflects a beginning roll of \$191,766,083. Total ending receivable balance for all years is \$197,768,903 for the month of October 2021.

**IRVING INDEPENDENT SCHOOL DISTRICT  
OCTOBER 2021  
TAX COLLECTION REPORT**

**IISD:**

	M-T-D FY 2020-2021	M-T-D FY 2021-2022	Y-T-D FY 2020-2021	Y-T-D FY 2021-2022
Current Year	5,266,969.92	7,661,500.36	5,270,834.88	7,665,055.49
Delinquent	106,585.34	(8,957.82)	229,800.75	243,959.65
Penalty & Interest	172,421.60	105,763.33	299,140.60	182,567.31
Other	253.18	45.32	370.72	583.43
Sub-Total	5,546,230.04	7,758,351.19	5,800,146.95	8,092,165.88

Revenue year-to-date  
compared to prior fiscal year 2,292,018.93

**OTHER COLLECTIONS:**

Research Fees	0.00	0.00
Attorney Fees	45,689.67	106,682.89
Court Costs	0.00	0.00
Rendition Penalty	1,751.87	1,917.02

**REFUNDS:**

	(2,284.44)	(2,987.30)
<b>Total Collections</b>	<b>7,803,508.29</b>	<b>8,197,778.49</b>

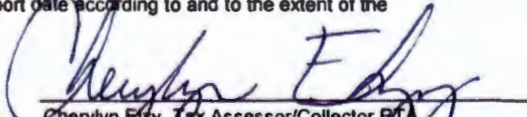
**ACTIVITY SUMMARY:**

	FY 2020-2021	FY 2021-2022
Collection Percentage Current Year Compared to Prior Year	2.80%	3.87%

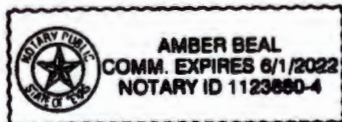
**RECEIVABLES YEAR-TO-DATE SUMMARY**

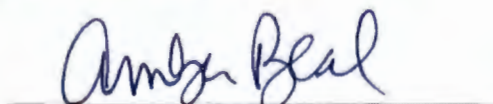
	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	191,766,083.39	7,789,786.80	199,555,870.19
Adjustments	6,341,618.77	(219,570.45)	6,122,048.32
Levy Paid	7,665,055.49	243,959.65	7,909,015.14
<b>Ending Balance</b>	<b>190,442,646.67</b>	<b>7,326,256.70</b>	<b>197,768,903.37</b>

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 Eddy, Tax Assessor/Collector P.T.A.

Signed and sworn before me this 15<sup>th</sup> day of November, 2021



  
 Notary Public, State of Texas



**Irving Independent School District**




**Investment Report**

**For The Fiscal Year Ended August 31, 2021**

This report summarizes the investment position of Irving Independent School District for the fiscal year ended August 31, 2021

	<b>8/31/2021</b>	<b>5/31/2021</b>	<b>8/31/2020</b>
Book Value	164,625,444	198,973,903	165,426,892
Market Value	164,788,000	199,162,496	165,426,892
Par Value	164,625,444	198,973,903	145,426,892
Change in Market Value	55,831	-218,388	-23,789
Portfolio Yield-to-Maturity @ Cost	0.1183	0.119	0.563
Portfolio Weighted Average Maturity (WAM)	138.30	114.67	6.26
Yield-to-Maturity of 6 Month CD	0.050	0.030	0.290
Yield-to-Maturity of 6 Month Treasury Bill	0.051	0.035	0.110
Yield-to-Maturity of 1 Year Treasury Bill	0.066	0.046	0.110
Yield-to-Maturity of 2 Year Treasury Bill	0.207	0.139	0.130
Yield-to-Maturity of 3 Year Treasury Bill	0.400	0.294	0.150
Accrued Interest Ending Balance	21,715	55,526	165,594

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Irving Independent School District is in compliance with the provision of Government Code 2256 and with the stated policies and strategies of Irving Independent School District.

  
 Fernando Natividad  
 Chief Financial Officer

  
 Mahdia Talee  
 Director of Business Operations

TO: Fernando Natividad, Chief Financial Officer

FROM: Mahdia Lalee, Director of Business Operations

RE: Investment Report for Fiscal Year Ended August 31, 2021

On August 31, 2021 the district held \$164,625,444 within the following investments and the percentage to the total portfolio.

	AS OF 08/31/2021		AS OF 05/31/2021		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	9.11%	15,070,802	7.57%	(70,802)	-0.47%
Local Government Investment Pools	91,028,166	55.29%	125,325,029	62.99%	(34,296,863)	-27.37%
US Agencies	17,805,000	10.82%	17,805,000	8.95%	-	0.00%
Money Market Account	40,792,278	24.78%	40,773,072	20.49%	19,206	0.05%
<b>Total</b>	<b>164,625,444</b>		<b>198,973,903</b>		<b>(34,348,460)</b>	<b>-17.26%</b>
	AS OF 05/31/2021		AS OF 02/28/2021		QUARTERLY CHANGE	
Certificates of Deposit	15,070,802	7.57%	15,070,802	6.22%	-	0.00%
Local Government Investment Pools	125,325,029	62.99%	176,362,193	72.82%	(51,037,164)	-28.94%
US Agencies	17,805,000	8.95%	10,000,000	4.13%	7,805,000	78.05%
Money Market Account	40,773,072	20.49%	40,753,822	16.83%	19,250	0.05%
<b>Total</b>	<b>198,973,903</b>		<b>242,186,817</b>		<b>(43,212,914)</b>	<b>-17.84%</b>
	AS OF 02/28/2021		AS OF 11/30/2020		QUARTERLY CHANGE	
Certificates of Deposit	15,070,802	6.22%	15,070,802	8.94%	-	0.00%
Local Government Investment Pools	176,362,193	72.82%	122,799,306	72.83%	53,562,887	43.62%
US Agencies	10,000,000	4.13%	10,000,000	5.93%	-	0.00%
Money Market Account	40,753,822	16.83%	20,732,620	12.30%	20,021,202	96.57%
<b>Total</b>	<b>242,186,817</b>		<b>168,602,727</b>		<b>73,584,089</b>	<b>43.64%</b>
	AS OF 11/30/2020		AS OF 08/31/2020		QUARTERLY CHANGE	
Certificates of Deposit	15,070,802	8.94%	15,000,000	9.07%	70,802	0.47%
Local Government Investment Pools	122,799,306	72.83%	129,715,755	78.41%	(6,916,449)	-5.33%
US Agencies	10,000,000	5.93%	-	0.00%	10,000,000	#DIV/0!
Money Market Account	20,732,620	12.30%	20,711,137	12.52%	21,482	0.10%
<b>Total</b>	<b>168,602,727</b>		<b>165,426,892</b>		<b>3,175,835</b>	<b>1.92%</b>
	AS OF 08/31/2021		AS OF 08/31/2020		YEARLY CHANGE	
Certificates of Deposit	15,000,000	9.11%	15,000,000	9.07%	-	0.00%
Local Government Investment Pools	91,028,166	55.29%	129,715,755	78.41%	(38,687,589)	-29.82%
US Agencies	17,805,000	10.82%	-	0.00%	17,805,000	#DIV/0!
Money Market Account	40,792,278	24.78%	20,711,137	12.52%	20,081,140	96.96%
<b>Total</b>	<b>164,625,444</b>		<b>165,426,892</b>		<b>(801,449)</b>	<b>-0.48%</b>

The following investments reflect the weighted average maturity (WAM) for the previous quarters indicated below.

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Average WAM
AUG 2021	24.91	0.55	0.25	112.6	138.3
MAY 2021	20.68	0.63	0.2	96.16	114.67
FEB 2021	16.99	0.73	0.17	41.41	59.3
NOV 2020	24.4	0.73	0.12	59.49	84.74
AUG 2020	5.35	0.78	0.13	0	6.26

**DAYS TO MATURITY**

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency
AUG 2021	273	1	1	1041
MAY 2021	273	1	1	1041
FEB 2021	273	1	1	1003
NOV 2020	273	1	1	1003
AUG 2020	59	1	1	-

Overall, the weighted average yield to maturity at cost for the district's portfolio is as follows:

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
AUG 2021	0.20	0.065	0.187	0.165	0.118
MAY 2021	0.30	0.068	0.187	0.165	0.119
FEB 2021	0.30	0.120	0.401	0.265	0.184
NOV 2020	0.30	0.190	0.417	0.265	0.228
AUG 2020	1.88	0.443	0.51	-	0.563

The following table is agency balances per period indicated by fund

Quarter Ended	Fund 199	Fund 599	Fund 671	Fund 674	Total
AUG 2021	17,805,000	-	-	-	17,805,000
MAY 2021	17,805,000	-	-	-	17,805,000
FEB 2021	10,000,000	-	-	-	10,000,000
NOV 2020	10,000,000	-	-	-	10,000,000
AUG 2020	-	-	-	-	-

For the year ended August 31, 2021, the following data provides a comparison to prior year by fund and by security type. The change from the prior year was a 0.48% decrease in the amount of \$801,448. The change from the prior quarter was a 17.26% decrease in the amount of \$34,348,460

**August 2021**

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	40,792,278	15,000,000	65,653,717	17,805,000	139,250,995
240			13,421,070		13,421,070
599			9,859,211		9,859,211
679					-
681					-
682					-
687					-
771			2,094,168		2,094,168
<b>Total</b>	<b>40,792,278</b>	<b>15,000,000</b>	<b>91,028,166</b>	<b>17,805,000</b>	<b>164,625,444</b>
<b>% to Total</b>	<b>24.78%</b>	<b>9.11%</b>	<b>55.29%</b>	<b>10.82%</b>	

**AUGUST 2020**

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	20,711,137	15,000,000	86,801,165		122,512,302
240			25,991,005		25,991,005
599			14,831,848		14,831,848
679					-
681					-
682					-
687					-
771			2,091,736		2,091,736
<b>Total</b>	<b>20,711,137</b>	<b>15,000,000</b>	<b>129,715,755</b>	<b>-</b>	<b>165,426,892</b>
<b>% to Total</b>	<b>12.52%</b>	<b>9.07%</b>	<b>78.41%</b>	<b>0.00%</b>	

**YEARLY CHANGE**

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	20,081,141	-	(21,147,448)	17,805,000	16,738,693
240	-	-	(12,569,935)	-	(12,569,935)
599	-	-	(4,972,637)	-	(4,972,637)
679	-	-	-	-	-
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	2,431	-	2,431
<b>Total</b>	<b>20,081,141</b>	<b>-</b>	<b>(38,687,589)</b>	<b>17,805,000</b>	<b>(801,448)</b>
<b>% to Total</b>	<b>-2505.61%</b>	<b>0.00%</b>	<b>4827.21%</b>	<b>-2221.60%</b>	

**YEARLY CHANGE**

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	96.96%	0.00%	-24.36%	0.00%	13.66%
240	0.00%	0.00%	-48.36%	0.00%	-48.36%
599	0.00%	0.00%	-33.53%	0.00%	-33.53%
679	0.00%	0.00%	0.00%	0.00%	0.00%
681	0.00%	0.00%	0.00%	0.00%	0.00%
682	0.00%	0.00%	0.00%	0.00%	0.00%
687	0.00%	0.00%	0.00%	0.00%	0.00%
771	0.00%	0.00%	0.12%	0.00%	0.12%
<b>Total</b>	<b>96.96%</b>	<b>0.00%</b>	<b>-29.82%</b>	<b>0.00%</b>	<b>-0.48%</b>

**AUGUST 2021**

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	40,792,278	15,000,000	65,653,717	17,805,000	139,250,995
240			13,421,070		13,421,070
599			9,859,211		9,859,211

679					-
681					-
682					-
687					-
771			2,094,168		2,094,168
<b>Total</b>	<b>40,792,278</b>	<b>15,000,000</b>	<b>91,028,166</b>	<b>17,805,000</b>	<b>164,625,444</b>
<b>% to Total</b>	<b>24.78%</b>	<b>9.11%</b>	<b>55.29%</b>	<b>10.82%</b>	

MAY 2021

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	40,773,072	15,070,802	101,621,570	17,805,000	175,270,444
240			13,419,119		13,419,119
599			8,190,477		8,190,477
679					-
681					-
682					-
687					-
771			2,093,863		2,093,863
<b>Total</b>	<b>40,773,072</b>	<b>15,070,802</b>	<b>125,325,029</b>	<b>17,805,000</b>	<b>198,973,903</b>
<b>% to Total</b>	<b>24.77%</b>	<b>9.15%</b>	<b>76.13%</b>	<b>10.82%</b>	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	19,206	(70,802)	(35,967,853)	-	(36,019,449)
240	-	-	1,951	-	1,951
599	-	-	1,668,734	-	1,668,734
679	-	-	-	-	-
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	305	-	305
<b>Total</b>	<b>19,206</b>	<b>(70,802)</b>	<b>(34,296,863)</b>	<b>-</b>	<b>(34,348,460)</b>
<b>% to Total</b>	<b>-0.06%</b>	<b>0.21%</b>	<b>99.85%</b>	<b>0.00%</b>	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	0.05%	-0.47%	-35.39%	0.00%	-20.55%
240	0.00%	0.00%	0.01%	0.00%	0.01%
599	0.00%	0.00%	20.37%	0.00%	20.37%
679	0.00%	0.00%	0.00%	0.00%	0.00%
681	0.00%	0.00%	0.00%	0.00%	0.00%
682	0.00%	0.00%	0.00%	0.00%	0.00%
687	0.00%	0.00%	0.00%	0.00%	0.00%
771	0.00%	0.00%	0.01%	0.00%	0.01%
<b>Total</b>	<b>0.05%</b>	<b>-0.47%</b>	<b>-27.37%</b>	<b>0.00%</b>	<b>-17.26%</b>

The following tables are interest earned, amount changes and percentage changes from the prior year for the periods indicated.

		Month	Month	Month	Quarter	Quarter	Quarter	Quarter	Fiscal YTD
	Fund	JUN 2021	JUL 2021	AUG 2021	SEP - NOV 2020	DEC - FEB 2021	MAR - MAY 2021	JUN - AUG 2021	SEP 2020- AUG 2021
Local Maintenance	199	20,715	21,365	19,578	64,614	63,764	75,695	61,659	265,732
Federal Programs	240	674	701	577	8,431	4,175	3,006	1,951	17,563
Interest & Sinking	599	372	386	354	6,848	4,162	1,666	1,112	13,789
Capital Projects	600s						0	0	
Internal Service	771	105	109	90	999	657	471	305	2,431
<b>Total</b>		<b>21,866</b>	<b>22,562</b>	<b>20,598</b>	<b>80,893</b>	<b>72,758</b>	<b>80,838</b>	<b>65,026</b>	<b>299,515</b>

		Month	Month	Month	Quarter	Quarter	Quarter	Quarter	Fiscal YTD
	Fund	JUN 2020	JUL 2020	AUG 2020	SEP - NOV 2019	DEC - FEB 2020	MAR - MAY 2020	JUN - AUG 2020	SEP 2019- AUG 2020
Local Maintenance	199	60,880	43,505	32,526	580,968	763,323	368,001	136,911	1,849,203
Federal Programs	240	12,357	10,004	7,013	125,715	81,807	63,977	29,374	300,873
Interest & Sinking	599	3,905	3,189	3,170	87,828	85,290	23,092	10,264	206,473
Capital Projects	600s	0	0	0	0	0	0	0	0
Internal Service	771	1,010	805	564	10,712	9,509	5,811	2,379	28,411
<b>Total</b>		<b>78,152</b>	<b>57,503</b>	<b>43,273</b>	<b>805,223</b>	<b>939,928</b>	<b>460,880</b>	<b>178,928</b>	<b>2,384,960</b>

From Prior Year									
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	(40,165)	(22,140)	(12,947)	(516,354)	(699,559)	(292,306)	(75,252)	(1,583,471)
Federal Programs	240	(11,683)	(9,303)	(6,437)	(117,284)	(77,631)	(60,971)	(27,423)	(283,310)
Interest & Sinking	599	(3,533)	(2,803)	(2,816)	(80,980)	(81,127)	(21,425)	(9,152)	(192,684)
Capital Projects	600s	0	0	0	0	0	0	0	0
Internal Service	771	(905)	(696)	(474)	(9,713)	(8,852)	(5,340)	(2,075)	(25,979)
<b>Total</b>		<b>(56,286)</b>	<b>(34,941)</b>	<b>(22,675)</b>	<b>(724,330)</b>	<b>(867,170)</b>	<b>(380,042)</b>	<b>(113,902)</b>	<b>(2,085,444)</b>

From Prior Year									
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	-66%	-51%	-40%	-89%	-92%	-79%	-55%	-86%
Federal Programs	240	-95%	-93%	-92%	-93%	-95%	-95%	-93%	-94%
Interest & Sinking	599	-90%	-88%	-89%	-92%	-95%	-93%	-89%	-93%
Capital Projects	600s	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Internal Service	771	-90%	-86%	-84%	-91%	-93%	-92%	-87%	-91%
<b>Total</b>		<b>-72%</b>	<b>-61%</b>	<b>-52%</b>	<b>-90%</b>	<b>-92%</b>	<b>-82%</b>	<b>-64%</b>	<b>-87%</b>

The following table is accrued interest as indicated for the period ending August 31, 2021

Description	CUSIP	Settlement Date	YTM @ Cost	Book Value	Ending Market Value	Maturity Date	Accrued Interest
FHLMC 0.22 5/16/23	3134GW7D2	11/16/20	0.2200	5,000,000	4,998,850	05/16/23	3,875
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.3100	5,000,000	4,999,500	11/30/23	3,208
FHLB .035% 3/15/24	3130ALKM5	03/15/21	0.0350	5,000,000	4,995,800	03/15/24	8,069
Univ of Houston Muni	914302HA5	03/03/21	0.0424	2,805,000	2,999,443	02/15/24	3,740
Dallas Capital Bank CD	BK CD	07/20/21	0.2000	5,000,000	5,000,000	04/20/22	1,123
Dallas Capital Bank CD	BK CD	08/03/21	0.2000	10,000,000	10,000,000	05/03/22	1,699
<b>Total</b>				<b>32,805,000</b>	<b>32,993,593</b>		<b>21,715</b>

Over the current month and previous twelve months, the interest earned is as follows:

Month	Local Maintenance	Federal Programs	Interest & Sinking	Capital Projects	Internal Service	Total	Quarter-To-Date	Fiscal Year-To-Date
AUG 2021	19,578.35	576.59	353.55	-	89.97	20,598.46	65,026.02	299,515.46
JUL 2021	21,365.27	700.73	386.45	-	109.34	22,561.79		
JUN 2021	20,714.96	673.94	371.68	-	105.19	21,865.77		
MAY 2021	23,728.10	893.34	491.63	-	139.41	25,252.48	80,838.12	234,489.44
APR 2021	24,343.35	924.15	510.16	-	144.48	25,922.14		
MAR 2021	27,623.87	1,188.10	664.64	-	186.89	29,663.50		
FEB 2021	21,351.20	1,113.13	861.43	-	175.10	23,500.86	72,758.37	153,651.32
JAN 2021	21,576.22	1,487.12	1,597.91	-	233.92	24,895.17		
DEC 2020	20,836.39	1,575.07	1,703.15	-	247.73	24,362.34		
NOV 2020	17,993.23	1,620.48	1,757.26	-	254.91	21,625.88	80,892.95	80,892.95
OCT 2020	23,064.72	1,965.65	2,156.06	-	313.89	27,500.32		
SEP 2020	23,556.34	4,845.12	2,935.00	-	430.29	31,766.75		

The average monthly rates as per each local government investment pool have shown fluctuations during the periods indicated.

Month	LOGIC	LoneStar	TexasClass	TexPool	TexStar
AUG 2021	0.0389	0.01	0.0506	0.0222	0.0100
JUL 2021	0.0518	0.01	0.0615	0.0189	0.0100
JUN 2021	0.0588	0.01	0.0611	0.0131	0.0100
MAY 2021	0.0756	0.01	0.0784	0.0102	0.0100
APR 2021	0.0851	0.01	0.0840	0.0135	0.0113
MAR 2021	0.0964	0.01	0.1051	0.0187	0.0216
FEB 2021	0.1007	0.03	0.10	0.0431	0.0334
JAN 2021	0.1289	0.05	0.13	0.0793	0.0583
DEC 2020	0.1504	0.07	0.14	0.0909	0.0676
NOV 2020	0.1592	0.08	0.15	0.1231	0.0944
OCT 2020	0.189	0.08	0.17	0.1335	0.115
SEP 2020	0.2565	0.09	0.25	0.1474	0.1339
AUG 2020	0.3154	0.12	0.32	0.1768	0.1645

Overall, the weighted average yield to maturity at cost for the district's portfolio is as follows:

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
AUG 2021	0.200	0.065	0.187	0.165	0.118
MAY 2021	0.300	0.068	0.187	0.165	0.119
FEB 2021	0.300	0.120	0.401	0.265	0.184
NOV 2020	0.300	0.190	0.417	0.265	0.228
AUG 2020	1.880	0.443	0.510	0.000	0.563

Historically, the ending portfolio balances per type is as follows:

Month	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
AUG 2021	15,000,000	91,028,166	40,792,278	17,805,000	164,625,444
JUL 2021	15,070,802	114,443,977	40,785,805	17,805,000	188,105,584
JUN 2021	15,070,802	120,226,111	40,779,334	17,805,000	193,881,246
MAY 2021	15,070,802	125,325,029	40,773,072	17,805,000	198,973,903
APR 2021	15,070,802	137,468,351	40,766,603	17,805,000	211,110,755
MAR 2021	15,070,802	152,324,618	40,760,344	17,805,000	225,960,763
FEB 2021	15,070,802	176,362,193	40,753,822	10,000,000	242,186,817
JAN 2021	15,070,802	194,459,059	40,747,598	10,000,000	260,277,459
DEC 2020	15,070,802	128,096,026	40,740,456	10,000,000	193,907,284
NOV 2020	15,070,802	122,799,306	20,732,620	10,000,000	168,602,727
OCT 2020	15,070,802	139,834,343	20,726,475	5,000,000	180,631,620
SEP 2020	15,000,000	133,654,656	20,718,816	-	169,373,472
AUG 2020	15,000,000	129,715,755	20,711,137	-	165,426,892

Irving Independent School District  
Investment Report - by Fund  
For the Fiscal Year Ended August 31, 2021

Description	CUSIP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
<b>199 - General Operating</b>											
FHLMC 0.22 5/16/23	3134GW7D2	11/16/20	0.220	5,000,000.00	100	4,993,400.00	5,000,000.00	5,000,000.00	5/16/23	911	3.04%
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,999,350.00	5,000,000.00	5,000,000.00	11/30/23	1,095	3.04%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.035	5,000,000.00	100	4,995,700.00	5,000,000.00	5,000,000.00	3/15/24	1,096	3.04%
Univ of Houston Muni	914302HAS	3/3/21	0.042	2,805,000.00	100	2,979,106.35	2,805,000.00	2,805,000.00	2/15/24	1,079	1.70%
Dallas Capital Bank CD	BK CD	7/20/21	0.200	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	4/20/22	274	3.04%
Dallas Capital Bank CD	BK CD	8/3/21	0.200	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	5/3/22	273	6.07%
Prosperity Bank MMA	MMA	8/22/18	0.150	30,769,405.20	100	30,769,405.20	30,769,405.20	30,769,405.20	9/1/21	1	18.69%
Landing Rock MMA	MMA	12/11/20	0.300	10,022,872.51	100	10,022,872.51	10,022,872.51	10,022,872.51	9/1/21	1	6.09%
LOGIC	LGIP	12/3/10	0.076	39,121,420.45	100	39,121,420.45	39,121,420.45	39,121,420.45	9/1/21	1	23.76%
Lone Star	LGIP	8/31/08	0.010	5,440,386.11	100	5,440,386.11	5,440,386.11	5,440,386.11	9/1/21	1	3.30%
TexasCLASS	LGIP	8/31/08	0.078	11,131,736.83	100	11,131,736.83	11,131,736.83	11,131,736.83	9/1/21	1	6.76%
TexPool	LGIP	3/13/20	0.010	1,023,466.59	100	1,023,466.59	1,023,466.59	1,023,466.59	9/1/21	1	0.62%
TexSTAR	LGIP	8/31/08	0.010	8,936,707.24	100	8,936,707.24	8,936,707.24	8,936,707.24	9/1/21	1	5.43%
<b>Sub Total / Average</b>			<b>0.126</b>	<b>139,250,994.93</b>	<b>100</b>	<b>139,413,551.28</b>	<b>139,250,994.93</b>	<b>139,250,994.93</b>		<b>163</b>	<b>84.59%</b>
<b>240 - Food Service</b>											
TexasCLASS	LGIP	8/31/08	0.078	13,421,070.34	100	13,421,070.34	13,421,070.34	13,421,070.34	9/1/21	1	8.15%
<b>Sub Total / Average</b>			<b>0.078</b>	<b>13,421,070.34</b>	<b>100</b>	<b>13,421,070.34</b>	<b>13,421,070.34</b>	<b>13,421,070.34</b>		<b>1</b>	<b>8.15%</b>
<b>599 - Debt Service</b>											
Lone Star	LGIP	8/31/08	0.010	861,575.12	100	861,575.12	861,575.12	861,575.12	9/1/21	1	0.52%
TexasCLASS	LGIP	8/13/09	0.078	8,997,635.68	100	8,997,635.68	8,997,635.68	8,997,635.68	9/1/21	1	5.47%
<b>Sub Total / Average</b>			<b>0.072</b>	<b>9,859,210.80</b>	<b>100</b>	<b>9,859,210.80</b>	<b>9,859,210.80</b>	<b>9,859,210.80</b>		<b>1</b>	<b>5.99%</b>
<b>771 - Workers' Comp</b>											
TexasCLASS	LGIP	8/31/08	0.078	2,094,167.59	100	2,094,167.59	2,094,167.59	2,094,167.59	9/1/21	1	1.27%
<b>Sub Total / Average</b>			<b>0.078</b>	<b>2,094,167.59</b>	<b>100</b>	<b>2,094,167.59</b>	<b>2,094,167.59</b>	<b>2,094,167.59</b>		<b>1</b>	<b>1.27%</b>
<b>Total / Average</b>			<b>0.118</b>	<b>164,625,443.66</b>	<b>100</b>	<b>164,788,000.01</b>	<b>164,625,443.66</b>	<b>164,625,443.66</b>		<b>138</b>	<b>100.00%</b>

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Irving Independent School District  
Investment Report - YTM@Cost by Investment Category  
For the Fiscal Year Ended August 31, 2021

Description	CUSIP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
<b>U.S. Agencies</b>											
FHLMC 0.22 5/16/23	3134GW7D2	11/16/20	0.220	5,000,000.00	100	4,993,400.00	5,000,000.00	5,000,000.00	5/16/23	911	3.04%
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,999,350.00	5,000,000.00	5,000,000.00	11/30/23	1,095	3.04%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.035	5,000,000.00	100	4,995,700.00	5,000,000.00	5,000,000.00	3/15/24	1,096	3.04%
Univ of Houston Muni	914302HA5	3/3/21	0.042	2,805,000.00	100	2,979,106.35	2,805,000.00	2,805,000.00	2/15/24	1,079	1.70%
<b>Sub Total / Average</b>			<b>0.165</b>	<b>17,805,000.00</b>	<b>100</b>	<b>17,967,556.35</b>	<b>17,805,000.00</b>	<b>17,805,000.00</b>		<b>1,041</b>	<b>10.82%</b>
<b>Bank Money Market Account</b>											
Prosperity Bank MMA	MMA	8/22/18	0.150	30,769,405.20	100	30,769,405.20	30,769,405.20	30,769,405.20	9/1/21	1	18.69%
Landing Rock MMA	MMA	12/11/20	0.300	10,022,872.51	100	10,022,872.51	10,022,872.51	10,022,872.51	9/1/21	1	6.09%
<b>Sub Total / Average</b>			<b>0.187</b>	<b>40,792,277.71</b>	<b>100</b>	<b>40,792,277.71</b>	<b>40,792,277.71</b>	<b>40,792,277.71</b>		<b>1</b>	<b>24.78%</b>
<b>Certificates of Deposit</b>											
Dallas Capital Bank CD	BK CD	7/20/21	0.200	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	4/20/22	274	3.04%
Dallas Capital Bank CD	BK CD	8/3/21	0.200	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	5/3/22	273	6.07%
<b>Sub Total / Average</b>			<b>0.200</b>	<b>15,000,000.00</b>	<b>100</b>	<b>15,000,000.00</b>	<b>15,000,000.00</b>	<b>15,000,000.00</b>		<b>273</b>	<b>9.11%</b>
<b>Local Government Investment Pools (LGIP)</b>											
LOGIC	LGIP	12/3/10	0.076	39,121,420.45	100	39,121,420.45	39,121,420.45	39,121,420.45	9/1/21	1	23.76%
Lone Star	LGIP	8/31/08	0.010	5,440,386.11	100	5,440,386.11	5,440,386.11	5,440,386.11	9/1/21	1	3.30%
TexasCLASS	LGIP	8/31/08	0.078	11,131,736.83	100	11,131,736.83	11,131,736.83	11,131,736.83	9/1/21	1	6.76%
TexPool	LGIP	3/13/20	0.010	1,023,466.59	100	1,023,466.59	1,023,466.59	1,023,466.59	9/1/21	1	0.62%
TexSTAR	LGIP	8/31/08	0.010	8,936,707.24	100	8,936,707.24	8,936,707.24	8,936,707.24	9/1/21	1	5.43%
TexasCLASS	LGIP	8/31/08	0.078	13,421,070.34	100	13,421,070.34	13,421,070.34	13,421,070.34	9/1/21	1	8.15%
Lone Star	LGIP	8/31/08	0.010	861,575.12	100	861,575.12	861,575.12	861,575.12	9/1/21	1	0.52%
TexasCLASS	LGIP	8/13/09	0.078	8,997,635.68	100	8,997,635.68	8,997,635.68	8,997,635.68	9/1/21	1	5.47%
TexasCLASS	LGIP	8/31/08	0.078	2,094,167.59	100	2,094,167.59	2,094,167.59	2,094,167.59	9/1/21	1	1.27%
<b>Sub Total / Average</b>			<b>0.065</b>	<b>91,028,165.95</b>	<b>100</b>	<b>91,028,165.95</b>	<b>91,028,165.95</b>	<b>91,028,165.95</b>		<b>1</b>	<b>55.29%</b>
<b>Total / Average</b>			<b>0.118</b>	<b>164,625,443.66</b>	<b>100</b>	<b>164,788,000.01</b>	<b>164,625,443.66</b>	<b>164,625,443.66</b>		<b>138</b>	<b>100.00%</b>

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Irving Independent School District  
Investment Report - by Fund and Transactions  
For the Fiscal Year Ended August 31, 2021

Description	CUSIP	Settlement Date	Maturity Date	Beginning Face Amt/ Shares	Increase Holdings	Buy Accrued Interest	Decrease Holdings	Sell Accrued Interest	Ending Face Amt/ Shares	Interest	Beg Mkt Accr Int	End Mkt Accr Int	Diff In Accr Int	Int Earned During Period-BV
<b>199 - General Operating</b>														
FHLMC 0.22 5/16/23	3134GW7D2	11/16/20	5/16/23	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	2,583.33	3,875.00	1,291.67	1,291.67
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	11/30/23	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	2,291.67	3,208.33	916.66	916.66
FHLB 035% 3/15/24	3130ALKMS	3/15/21	3/15/24	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	6,611.11	8,069.44	1,458.33	1,458.33
Univ of Houston Muni	914302HAS	3/3/21	2/15/24	2,805,000.00	0.00	0.00	0.00	0.00	2,805,000.00	42,075.00	38,802.50	3,740.00	467.50	42,075.00
Dallas Capital Bank CD	BK CD	10/20/20	7/20/21	5,070,801.64	0.00	0.00	5,070,801.64	0.00	0.00	11,390.77	9,335.83	0.00	2,054.94	11,390.77
Dallas Capital Bank CD	BK CD	11/3/20	8/3/21	10,000,000.00	0.00	0.00	10,000,000.00	0.00	0.00	22,463.45	17,260.27	0.00	5,203.18	22,463.45
Dallas Capital Bank CD	BK CD	7/20/21	0.200	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	1,123.29	1,123.29	1,123.29
Dallas Capital Bank CD	BK CD	8/3/21	0.200	0.00	10,000,000.00	0.00	0.00	0.00	10,000,000.00	0.00	0.00	1,698.63	1,698.63	1,698.63
Prosperity Bank MMA	MMA	8/22/18	3/1/21	30,757,774.74	11,630.46	0.00	0.00	0.00	30,769,405.20	11,630.46	0.00	0.00	0.00	0.00
Landing Rock MMA	MMA	12/11/20	3/1/21	10,015,297.39	7,575.12	0.00	0.00	0.00	10,022,872.51	7,575.12	0.00	0.00	0.00	0.00
LOGIC	LGIP	12/3/10	3/1/21	54,114,712.10	6,708.35	0.00	15,000,000.00	0.00	39,121,420.45	6,708.35	0.00	0.00	0.00	0.00
Lone Star	LGIP	8/31/08	3/1/21	5,440,315.99	70.12	0.00	0.00	0.00	5,440,386.11	70.12	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/31/08	3/1/21	32,106,640.25	73,245,455.37	0.00	94,220,357.79	0.00	11,131,736.83	3,364.98	0.00	0.00	0.00	0.00
TexPool	LGIP	3/13/20	3/1/21	1,023,419.93	46.66	0.00	0.00	0.00	1,023,466.59	46.66	0.00	0.00	0.00	0.00
TexSTAR	LGIP	8/31/08	3/1/21	8,936,481.85	225.39	0.00	0.00	0.00	8,936,707.24	225.39	0.00	0.00	0.00	0.00
<b>Sub Total / Average</b>				<b>175,270,443.89</b>	<b>88,271,711.47</b>	<b>0.00</b>	<b>124,291,159.43</b>	<b>0.00</b>	<b>139,250,994.93</b>	<b>105,550.30</b>	<b>76,884.71</b>	<b>21,714.69</b>	<b>14,214.20</b>	<b>82,417.80</b>
<b>240 - Food Service</b>														
TexasCLASS	LGIP	8/31/08	3/1/21	13,419,119.08	1,951.26	0.00	0.00	0.00	13,421,070.34	1,951.26	0.00	0.00	0.00	0.00
<b>Sub Total / Average</b>				<b>13,419,119.08</b>	<b>1,951.26</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,421,070.34</b>	<b>1,951.26</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>599 - Debt Service</b>														
Lone Star	LGIP	8/31/08	3/1/21	861,564.01	11.11	0.00	0.00	0.00	861,575.12	11.11	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/13/09	3/1/21	7,328,913.09	1,668,722.59	0.00	0.00	0.00	8,997,635.68	1,100.57	0.00	0.00	0.00	0.00
<b>Sub Total / Average</b>				<b>8,190,477.10</b>	<b>1,668,733.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,859,210.80</b>	<b>1,111.68</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>771 - Workers' Comp</b>														
TexasCLASS	LGIP	8/31/08	3/1/21	2,093,863.09	304.50	0.00	0.00	0.00	2,094,167.59	304.50	0.00	0.00	0.00	0.00
<b>Sub Total / Average</b>				<b>2,093,863.09</b>	<b>304.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,094,167.59</b>	<b>304.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total / Average</b>				<b>198,973,903.16</b>	<b>89,942,700.93</b>	<b>0.00</b>	<b>124,291,159.43</b>	<b>0.00</b>	<b>164,625,443.66</b>	<b>108,917.74</b>	<b>76,884.71</b>	<b>21,714.69</b>	<b>14,214.20</b>	<b>82,417.80</b>

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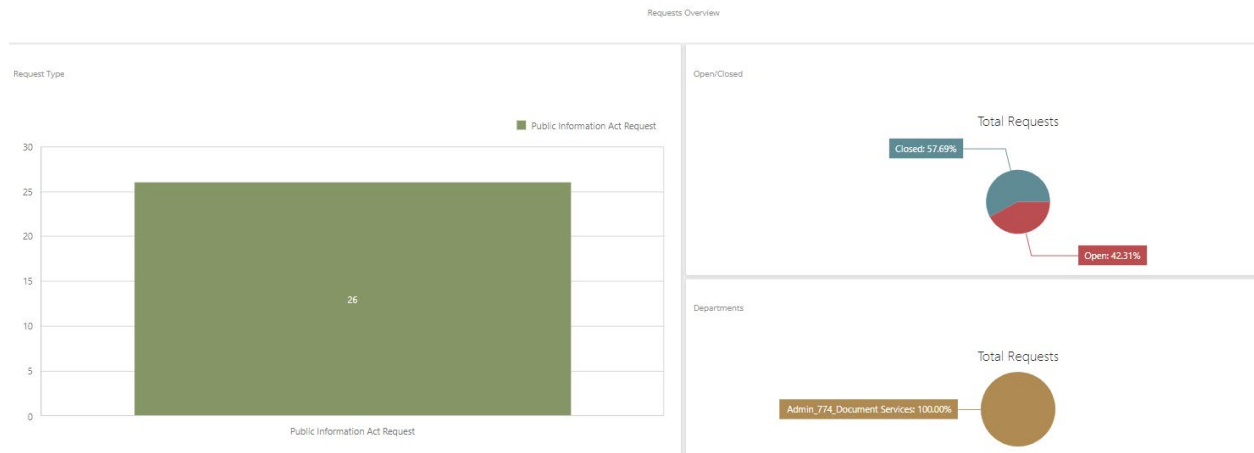
## REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

### Facilities and Operations Department

A total of 2853 work orders have been completed from October 1, 2021, through October 31, 2021. This includes 2682 corrective work orders and 171 preventive work orders.

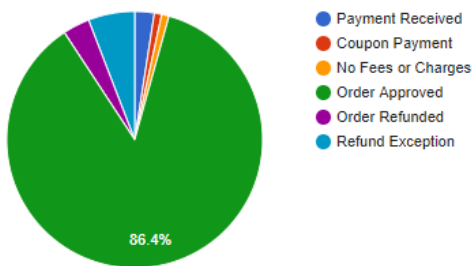
**Document Services** – Laserfiche - In October, we received 13 Laserfiche project requests/work orders, none of these have been completed. We also received 16 request to pull HR archival records and completed 7 of these requests (pulled and scanned files to the Employee Records Repository).

Public Information – In October, 26 requests were opened (15 are still being processed and 11 were completed). For the 2021-2022 school year, there have been 92 requests (17 are open and 75 have been completed).

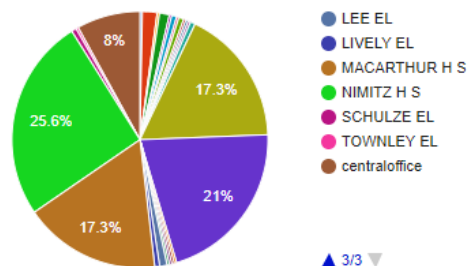


Student Records – In October, 402 student records requests were received and 372 were completed.

Overall StatusQ



Overall DistributionQ



Print Shop – In October, 152 orders were received and 113 were completed. We had two high volume jobs (30K+), 24 were black and white only and 89 were color.

Mail Center – In October, we processed 6,470 pieces of mail for US Postage at a cost of \$4,035.66. We only processed 15 packages for \$105. We continue to process interoffice mail daily.

SchoolDude Work Orders – We closed 33 and received a total of 31 new document management work orders:

- Deliver Shred Console/Container – Total 1
- Destruction Approval/Shredding – Total 14
- Records Center Retrieval (Not to include Employee Services) – Total 1
- Shred Consoles Emptied – Total 13
- New Transfers to Records Center – Total 1
- Other Records Inventory - 0
- Other Document Services – Total 1

**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 421 work orders for the month of October. All sections are currently working on workorders at various locations.

**The Structural Section** – The team completed 291 work orders for the month of October. All sections are currently working on workorders at various locations and have begun planning for this year's special projects requests.

**Energy Management** – In October Energy Management assisted with completion of maintenance work orders for both the Electrical and HVAC utility trades as well as responding to second shift incidents and requests. The department reviewed 198 scheduling requests for HVAC as well as checking game requests sent by the Athletics Department.

Fixtures have been ordered for the Nimitz HS Practice Gym and are expected by the end of the second week of November. We have the proposal from Voss Lighting and are working towards placing a purchase order for the lighting in the Lamar MS Spectator Gym.

Progress continues in the procurement process for the EMS Upgrade project.

**The Grounds Section** – In October, The Grounds Department completed work orders relating to all campuses. We continue to trim all shrubs and clean all flower beds and mow all campuses to maintain the most aesthetic appearance possible during a busy

sports season. We have planted rye grass seed on all middle school game fields and several campuses including the Stadium Complex, and the Administration Building. We continue to work daily to control fire ants and wasps. We work very cooperatively with our pest control company to help keep our district free of unwanted pests. We have continued to work cooperatively with all other departments in Facilities and Security. We are working with our playground contractors at all elementary campuses to ensure the successful completion of our tricycle paths and new pre-k playgrounds. 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 October, we resolved indoor air quality issues at Barbara Cardwell and the Administration Building. We continue to work together with our pest control vendor to minimize pests. We continually work with them on every indoor pest issue daily. With the onset of rain in October we have been treating the resulting ant issues on every campus. 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. We continue to train our employees in the SchoolDude work-order system. 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** – For the month of October, the Custodial Department completed 626 work orders. The work performed in our department could range from moving furniture, disinfecting, light maintenance, or any other needs at the campus level.

**Warehouse** – Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of October total 309 orders pulled and posted in MUNIS, School Dude, and Primero.

- 100% average delivery time in one day.
- Routine Delivery, Warehouse, Surplus, Document Management Work Orders for the month of October is 309 total work orders closed. This includes 911 work orders for Document Services and 597 work orders for Delivery, Warehouse, and Surplus.