

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES
7:00 PM

Irving ISD Board Room
2621 West Airport Freeway
Irving, TX 75062
Monday, July 17, 2023

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
- D. Special Recognition
- E. Public Comment

III. ACTION ITEMS

- A. Consider Approval of Consent Agenda Items:
 - 1. Consider Approval of Minutes of June 19, 2023 Work Session and Regular Meeting (M Hernandez) 6
 - 2. Consider Approval of Financial Statement for May 2023 (AD Jenkins) 12
 - 3. Consider Approval of Resolution and Order No. 22-23-17 Authorizing July Amendment to the 2022-2023 Budget (AD Jenkins) 38
 - 4. Consider the Approval of the Supplements to the Irving ISD Tax Rolls (AD Jenkins) 48
 - 5. Consider a Motion to Request that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the 78

Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2023-2024 School Year (F Natividad/C Elzy)

6. Consider Approval to Submit a Remote Homebound Instruction Waiver for Special Education and General Education (GEH) Students to the Texas Education Agency for the 2023-2024 School Year (R Bayer/M Gonzalez/T Wilson/S Galvan) 79
7. Consider Approval to Delegate Board Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Qualification (RFQ) #23B-04-600 for the Purchase of Program Management Services (2023 Bond) (F Natividad/J Pilgrim) 81
8. Consider Approval of Award for TASB Interlocal Agreement for Workers' Compensation Third-Party Administration Services (J Martinez/M Webb/J Pilgrim) 83
9. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for the Purchase of Job Order Contracting Services (A Smith/J Pilgrim) 89
10. Consider Approval of the Renewal of Award for Request for Qualification (RFQ) #22-87-914 for the Purchase of On Call Architect and Engineering Services (A Smith/J Pilgrim) 93
11. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel (F Natividad/J Pilgrim) 98
12. Consider Approval of Award for Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment (F Natividad/O Rosenberger/J Pilgrim) 102
13. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-65-737 and #22-65-737A for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals(A Gomez/L Rosado) 107
14. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Professional Services (R Bayer/L Rosado) 112
15. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-50-914 and Other Cooperative Contracts for the Purchase of District Vehicles (A Smith/L Rosado) 117
16. Consider Approval of the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department, Including (RFP) #22-81-914 for the Purchase of LED Gym Lighting, RFP #20-55-914 and (RFP) #22-83-914 for the Purchase of HVAC Parts, Equipment and Services, and (RFP) 121

#22-84-914 for the Purchase of Skilled Crafts and Trades (A Smith/L Rosado)	
17. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-99-926 for the Purchase of School Bus Parts, (RFP) #22-100-926 for the Purchase of School Bus Maintenance and Repairs, and (RFP) #22-104-926 for the Purchase of Alternative Student Transportation Services (A Smith/L Rosado)	129
18. Consider Approval of Award for Request for Proposal (RFP) #23-65-914 for the Purchase and Installation of Access Control Door Readers (A Smith/L Rosado)	134
19. Consider Approval of Final Reading of Revisions to Local Policies as Applicable Per TASB Update 120 to CB(Local), FNG(Local), and FO(Local) (E Kolni)	139
20. Consider Approval of First Reading of Revisions to Local Policies as Applicable per TASB Update 121 to CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), and the First and Final Reading of FFI(Local) (E Kolni)	168
21. Consider Resolution Approving the First Amendment to that Certain Amended and Restated Interlocal Agreement for Security and Peace Officer Services Between the City of Irving and the Irving Independent School District (E Kolni)	193
22. Consider Approval and Execution of the Corrective Action Plan Agreement with the Texas Education Agency regarding Irving ISD's Policies and Procedures related to Bullying (A Gomez/R Lizardo/S Lopez/E Kolni)	200
23. Consider Resolution Approving the 2023-2024 Memorandum of Understanding for the Dallas County Juvenile Justice Alternative Education Program by and Between Irving Independent School District and the Dallas County Juvenile Justice Board, Region 10 Education Service Center, Carrollton/Farmers Branch ISD, Cedar Hill ISD, Coppell ISD, Dallas ISD, DeSoto ISD, Duncanville ISD, Garland ISD, Grand Prairie ISD, Highland Park ISD, Lancaster ISD, Mesquite ISD, Richardson ISD, and Sunnyvale ISD (A Gomez/R Lizardo/E Kolni)	204
24. Consider Acceptance of Gifts and Donations to the District (F Natividad)	241
25. Consider Approval of an Agreement Between KICKSTART KIDS Marital Arts and Character Development Program and Irving ISD 2023-2024 (A Gomez/I Little)	245
26. Consider Approval of the 2023-2024 Irving ISD Student Code of Conduct (A Gomez/R Lizardo)	254

IV. **OTHER BUSINESS**

A. Written Reports

1. Division Reports

- a. Business Services 313
 - * Total Tax Collections
 - * Payroll
 - * Investment Earnings
 - * Quarterly Investment Report

- b. Support Services 328
 - * Monthly Maintenance Work Order Summary Report for July (A Smith)

- 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** - The Board may recess the Open Meeting and reconvene in a Closed Meeting pursuant to the following sections of the Texas Government Code and as authorized by Sections 551.071-551.076 and 551.082-551.084 therefore of

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

- 1. Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation

- 2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.

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

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

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

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

VII. **ADJOURNMENT**

IRVING INDEPENDENT SCHOOL DISTRICT
WORK SESSION - BOARD OF TRUSTEES
5:00 P.M.
2621 W. Airport Freeway, Irving, Texas, 75062
Monday, June 19, 2023

Call to Order The work session was called to order by President Randy Randle at 5:01 p.m.

MEMBERS Dr. Rosemary Robbins, Vice President
PRESENT: AD Jenkins, Secretary
 Nuzhat Hye
 Lisa Lobb
 Mary Richarte
 Michael Kelley

ABSENT: Randy Randle, President

ALSO Magda Hernandez, Superintendent
PRESENT: Fernando Natividad, Finance and Federal/State Programs Officer
 Dorian Galindo, EXECUTIVE DIRECTOR OF PLANNING, EVALUATION AND RESEARCH SERVICES
 Andre Smith, Chief of Administrative Services
 Esther Kolni, District General Counsel
 Jerome Pilgrim, Director of Purchasing
 Cher Elzy, Tax Collector
 Liesl Payne, Communications
 Katie Gilleland, Human Resources
 Jorge Acosta, Executive Director of Human Resources
 Lisa Hill, Director of Human Resources
 Nika Brunk, Director of Human Resources
 Emilio Morlett, Investigator
 Meritza Webb, Executive Director
 Jose Villasenor, Human Resources
 Mahdia Lalee
 Robin Bayer
 Reny Lizardo
 Olga Rosenberger, Food Services
 Joe Estrada, School Leadership
 Imelda Little, School Leadership
 Sheila Peragine, School Leadership
 Jennifer McKee, School Leadership
 Blanca De La Sierra, Learning Services
 Kristina Feldner
 Shane Smith
 Litzy Ambrocio, Assistant to the Chief of Schools
 Laura Marquez, Special Assistant to the Deputy Superintendent of School Operations
 Lynn Andrews, Executive Assistant to the Superintendent

VISITORS:
Phil Meador, ISF

Special Recognition

Receive the 2022-2023 Annual School Health Advisory Council Report

Discussion of Regular Board Meeting Agenda Matters

Discussion took place on the June 19, 2023, Regular Meeting Agenda matters.

Executive Session

Go into Executive Session at 5:24 pm

- A. Section 551.071 - To seek the advice of the Board's attorney about:
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B. Section 551.072 - To deliberate the purchase, exchange, sale, lease or value of real property if such deliberation in open session would have a detrimental effect on the Board's position in negotiations with a third party

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

Reconvene into Open Session at 5:45 pm

Adjournment

The work session adjourned at 5:46 pm

IRVING INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING - BOARD OF TRUSTEES
7:00 P.M.
2621 W. Airport Freeway, Irving, Texas, 75062
Monday, June 19, 2023

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

MEMBERS Randy Randle, President
PRESENT: Dr. Rosemary Robbins, Vice President
 AD Jenkins, Secretary
 Michael Kelley
 Mary Richarte
 Lisa Lobb
 Nuzhat Hye

ALSO
PRESENT: Magda Hernandez, Superintendent
 Fernando Natividad, Finance and Federal/State Programs Officer
 Dorian Galindo, EXECUTIVE DIRECTOR OF PLANNING, EVALUATION AND RESEARCH SERVICES
 Andre Smith, Chief of Administrative Services
 Esther Kolni, District General Counsel
 Jerome Pilgrim, Director of Purchasing
 Cher Elzy, Tax Collector
 Liesl Payne, Communications
 Erika Pedroza, Communications
 Katie Gilleland, Human Resources
 Jorge Acosta, Executive Director of Human Resources
 Lisa Hill, Director of Human Resources
 Nika Brunk, Director of Human Resources
 Emilio Morlett, Investigator
 Meritza Webb, Executive Director
 Jose Villasenor, Human Resources
 Olga Rosenberger, Food Services
 Tiffany Wilson, Special Education
 Joe Estrada, School Leadership
 Imelda Little, School Leadership
 Sheila Peragine, School Leadership
 Jennifer McKee, School Leadership
 Mahdia Lalee, Business Office
 Megan Gonzalez, Learning Services
 Blanca De La Sierra, Learning Services
 Reny Lizardo, Campus Operations
 Robyn Bayer, Special Education
 Shane Smith, Technology
 Judy Boone, Digital Learning
 Kristina Feldner, Professional Learning
 Jessica Glued, Singley
 Adriana Arrieta, Hanes ES
 Karen Ward CTE MacArthur
 Bianca Johnson, Crockett MS
 Miyosha Guinn, CTE
 Mayra Hernandez, BIL
 Latasha Whitaker, LBJ
 Jasmine Odom, LBJ
 Francisco Miranda, Nimitz
 Natasha Stewart, MacArthur
 Adrianna Perry, Singley
 Jesus Quezada, Singley
 Anabel Ibarra, Bowie MS
 Lar Brewster, Lamar UEA
 Litzy Ambrocio, Assistant to the Chief of Schools
 Laura Marquez, Special Assistant to the Deputy Superintendent of School Operations
 Lynn Andrews, Executive Assistant to the Superintendent

VISITORS: Geoffrey Harris, UEA⁸

Phil Meadors, ISF
Rob Collins
David Beatrice
Thomas Boman
Mary Broome
Amanda Lancaster

The invocation was given by Alvin McQuarters

The pledges to the flags were led by the Board of Trustees

Special
Recognition

Recognition of Art Achievements - Elementary "Top of the TEAM" Winner, Middle School Jr. VASE Platinum Medal Winners and High School VASE Gold Seal Winner

Public Comment

Consent Agenda

1. Consider Approval of Minutes of May 15, 2023
2. Consider Approval of Financial Statement for April 2023
3. Consider Approval of the Supplements to the Irving ISD Tax Rolls
4. Consider Approval of Resolution Order No. 22-23-12 Authorizing June Amendments to the 2022-2023 Budget
5. Consider Approval of 2023-2024 District Monthly TRS ActiveCare Contribution
6. Consider Approval of the Revision to the 2023-2024 Salary Schedules and Supplemental Pay Schedules
7. Consider Annual Approval of the Optional Flexible School Day Program at Cardwell Career Preparatory Center
8. Consider Approval of Order No. 22-23-03 Authorizing the Issuance from Time to Time of One or More Series of Irving Independent School District Unlimited Tax School Building Bonds
9. Consider Approval of Award for Architectural Design & Engineering Services for Construction and Replacement of the Student Transportation & Logistics Center (2023 Bond)
10. Consider Approval of Award for Architectural Design & Engineering Services for Construction of a New Career & Technical Education Center (2023 Bond)
11. Consider Approval of Award for Architectural Design & Engineering Services for Construction of a New Baby University (2023 Bond)
12. Consider Approval of Award for Architectural Design & Engineering Services or Construction and Replacement of Farine Elementary School (2023 Bond)
13. Consider Approval of Award for Architectural Design & Engineering Services for Construction and Replacement of Barton Elementary School (2023 Bond)
14. Consider Approval of Award for Architectural Design & Engineering Services for Construction and Replacement of Crockett Middle School (2023 Bond)

15. Consider Approval of the Construction Manager-At-Risk (CMAR) Delivery Method and the Proposal Evaluation Criteria for Various New Bond Construction Projects (2023 Bond)
16. Consider Approval of Award for Request for Competitive Sealed Proposal (RFCSP) #23B-01-600 for the Demolition of the Administration Annex Building (2023 Bond)
17. Consider Approval to Delegate Board Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Proposal (RFP) # 23B-03-600 for the Purchase and Installation of Outdoor Electronic/Digital LED Signs at Various Campuses (2023 Bond)
18. Consider Approval of Award for Request for Quote (RFQ) #23-40-737 for the Purchase of Leased Copiers/Multifunctional Devices, Maintenance, and Services
19. Consider Approval of Award for Request for Proposal (RFP) #23-56-914 for the Purchase of Waste Collection, Recycling, and Related Services
20. Consider Approval of Award for Request for Proposal (RFP) #23-58-916 for the Purchase of Temperature Monitoring System
21. Consider Approval of Award for Request for Proposal (RFP) #23-57-916 for the Purchase of Milk and Dairy Products
22. Consider Approval of Award for Request for Proposal (RFP) #23-55-916 for the Purchase of Freezer/Cooler Equipment Replacement Project
23. Consider Approval of Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department
24. Consider Acceptance of Gifts and Donations to the District

Dr. Robbins made a motion to approve the Consent Agenda Items

Michael Kelley seconded

Passed 5-0

EXECUTIVE
SESSION

- A, Section 551.071 - To seek the advice of the Board's attorney about:
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 2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.
- B. Section 551.072 - To deliberate the purchase, exchange, sale, lease or value of real property if such deliberation in open session would have a detrimental effect on the Board's position in negotiations with a third party
- C. Section 551.074 - To deliberate the appointment, employment, resignation, evaluation, reassignment, proposed non-renewals, termination, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

ADJOURNMENT

Adjourned at **8:00** pm

CONSENT ACTION ITEM
07/17/2023

TOPIC: Consider Approval of Financial Statements for May 2023

SUBMITTED BY: Fernando Natividad; Chief Financial Officer

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

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board approve the Financial Statements for May 2023.

RECOMMENDED BOARD MOTION: I move the Board to approve the Financial Statements for 2023.

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: July 17, 2023
To: Fernando Natividad, Chief Financial Officer
From: Mahdia Lalee, Director of Business Operations
Subject: Financial Statements for May 2023

General Operating Fund

Revenue:

Total revenue and other sources for the General Operating Fund through May were \$285,554,685 or 85.4% of budget, compared to \$265,473,208 or 78.6% of budget last year, an increase of \$20,081,477 or 7.6%. This increase is attributed to the following item:

- Local Resources totaled \$179,804,510 compared to \$156,799,506 last year. This is an increase of \$23,005,004.

Expenditures:

Total expenditures and other uses for the General Operating Fund through May were \$ 246,052,042 or 71% of budget, compared to \$ 263,513,044 or 71.3% of budget last year, a decrease of \$17,461,002 or 6.6%. The decrease in total expenditures is attributed to the following items:

- Interfund transfer out in the amount of \$9,965,000 in the prior year for the Employee Wellness Center
- Function 53 – Supplies had a decrease of \$4,285,622 this year, this is attributed to the purchase of chrome books last year versus this year.
- Function 34 - A decrease of \$3,063,944 in contracted services. This is attributed to the change in “in house” transportation and discontinuing of services from First Student Transportation used last year.

Food Service Fund

Revenue:

Total revenue and other sources for the Food Service Fund through May were \$ 23,646,606 or 93.5% of budget compared to \$ 24,471,498 or 103.2% of budget last year, a decrease of \$824,891 or 3.4%. The decrease in total revenue is attributed to the following item:

- Federal resources through May totaled \$21,645,973 compared to \$23,815,530 last year, a decrease of \$2,169,557.
- Local Resources through May totaled \$2,000,633 compared to \$617,552 this time last year, an increase of \$1,383,081.

Expenditures:

Total expenditures and other uses for the Food Service Fund through May were \$ 18,845,474 or 79.5% of budget, compared to \$ 16,406,615 or 65.7% of budget last year, an increase of \$ 2,438,859 or 14.9%. The increase in total expenditures was attributed to the following item:

- Function 35 – the cost of food has increased multiple times year over year as well as the district is utilizing an outside service for kitchen equipment repairs this year versus last year and the installation of security cameras.

Debt Service Fund

Revenue:

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

Expenditures:

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

Special Revenue Funds

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

Revenue:

Total revenue and other uses for the Special Revenue Fund through May were \$33,410,283 compared to \$24,068,478 last year, an increase of \$9,341,804. This increase is attributed to:

- An increase in spending of various federal grants i.e. ESSER compared to last year.

Expenditures:

Total expenditures and other uses for the Special Revenue Fund through May were \$ 37,881,489 compared to \$27,129,519 last year and increase of \$10,751,970.

- An increase in spending of various federal grants i.e. ESSER compared to last year.

Capital Projects Funds

Revenue:

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

Expenditures:

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

Proprietary Funds

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

Revenue:

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

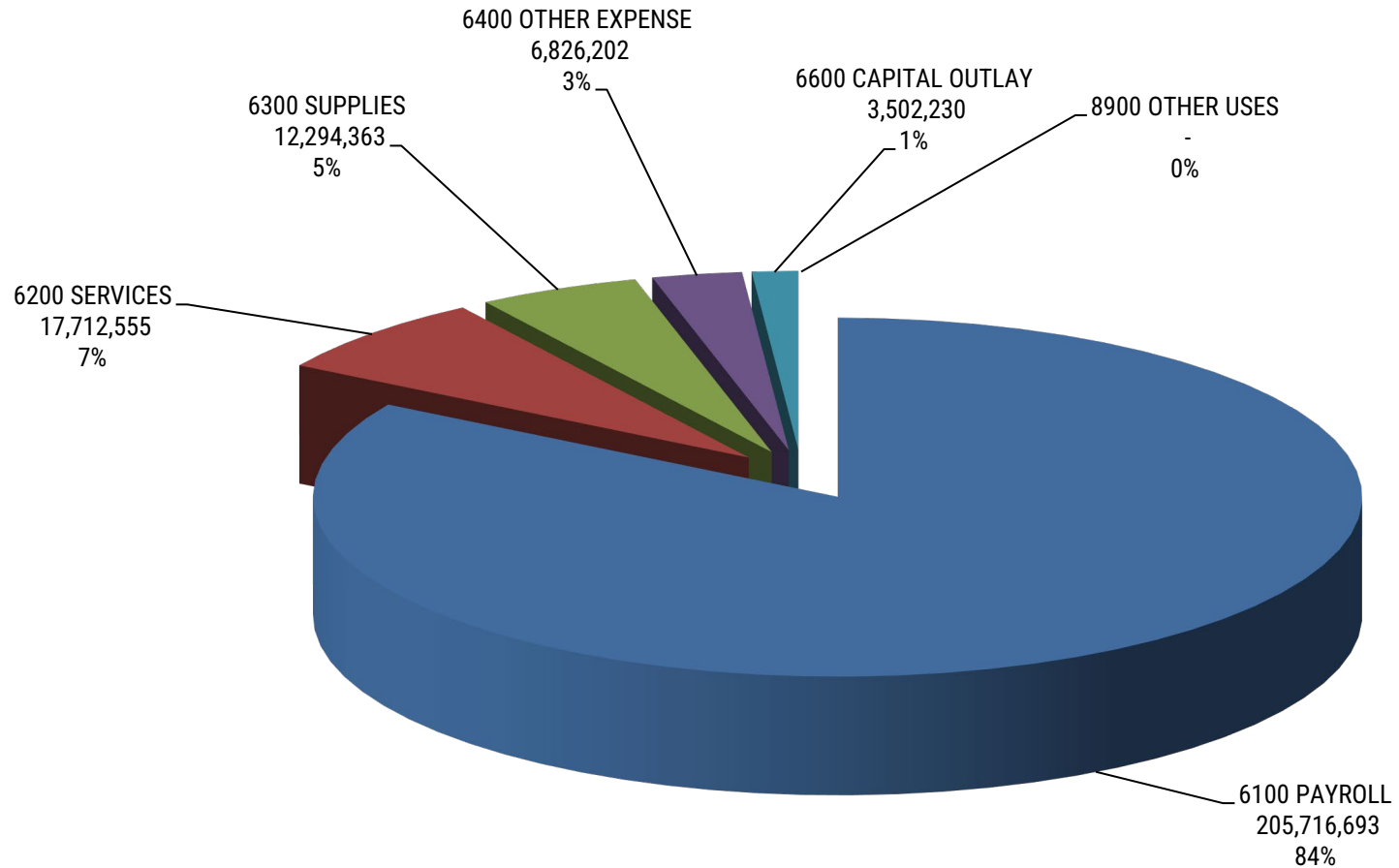
Expenditures:

Total expenditures and other uses for the Proprietary Fund through May were \$1,156,378 or 45.9% of budget, compared to \$1,397,155 or 55.5% of budget last year, a decrease of \$240,777 or 17.2%. The decrease in total expenditures was attributed to the following item:

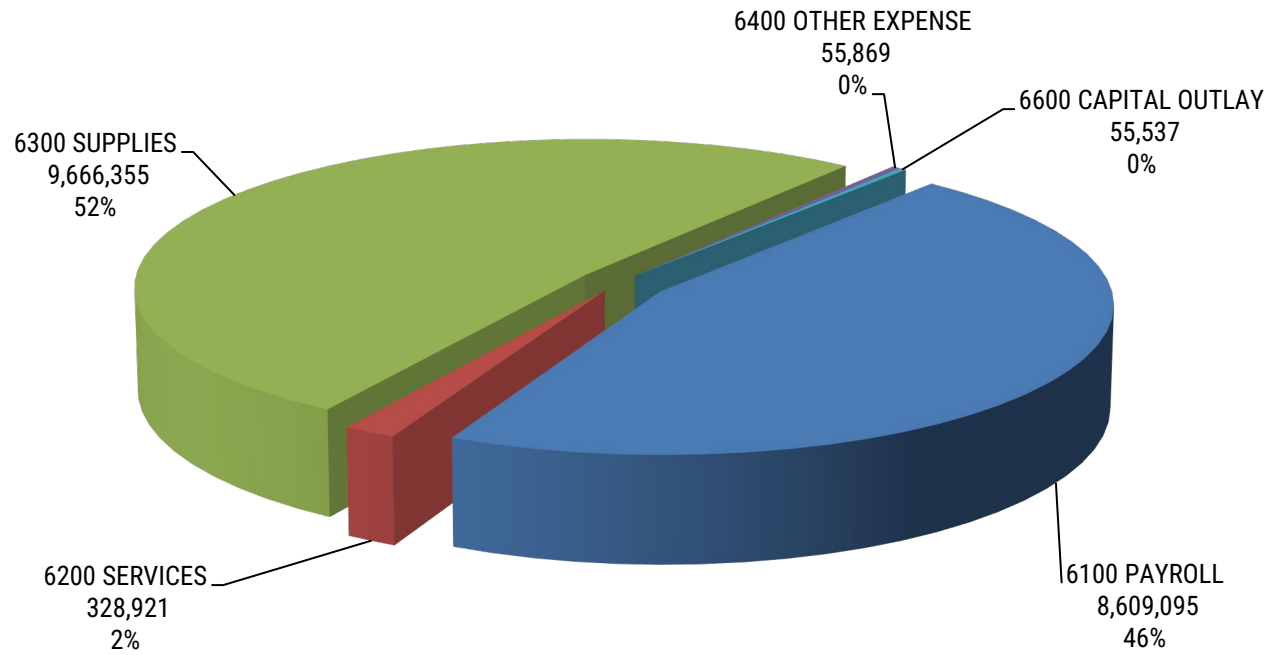
- This decrease in worker's compensation claims compared to last year at this time.

As of May 31, 2023, total net assets for all the Internal Service Funds were \$1,797,092.

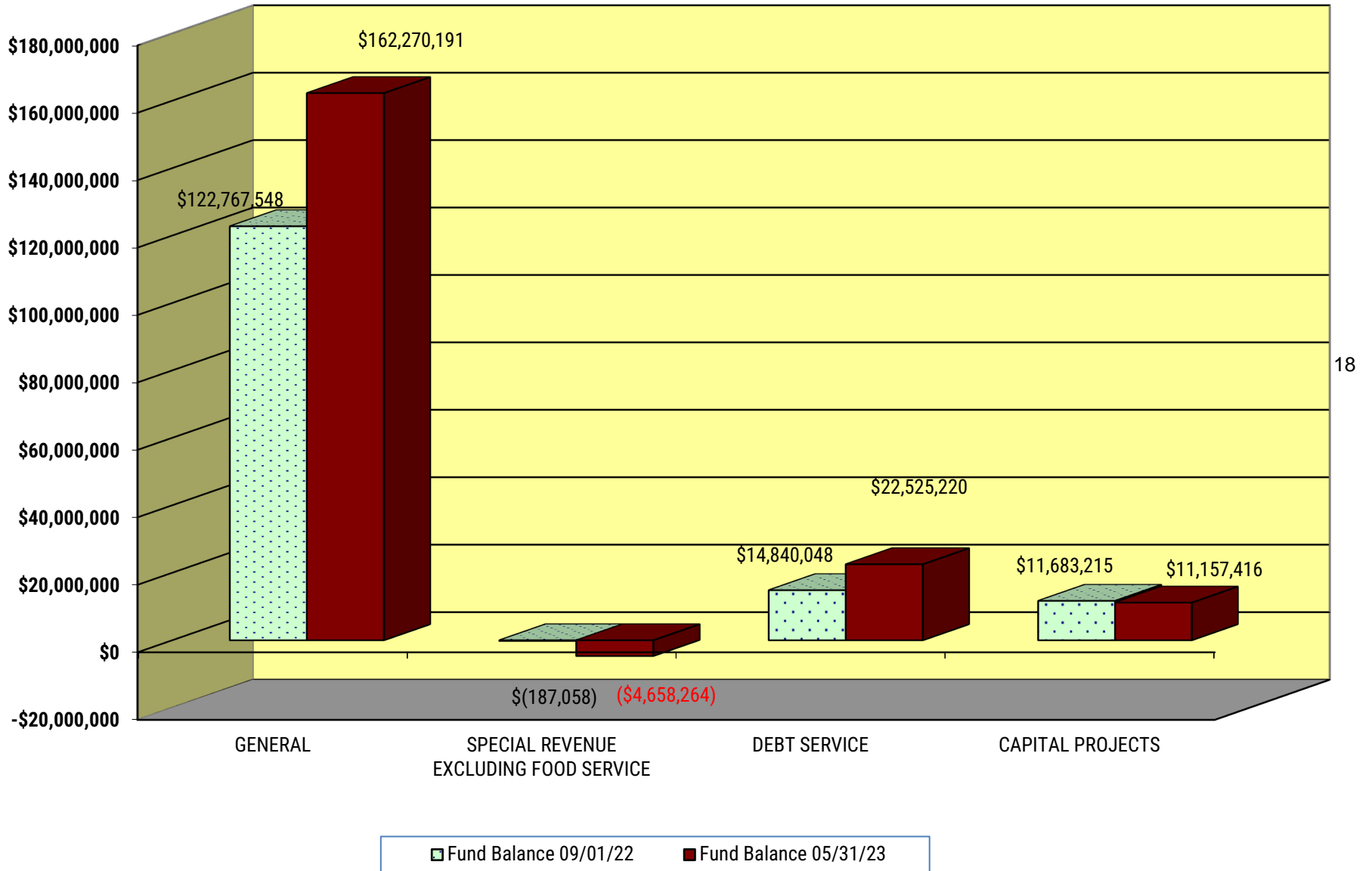
General Operating Fund YTD Actual Expenditures May 31, 2023



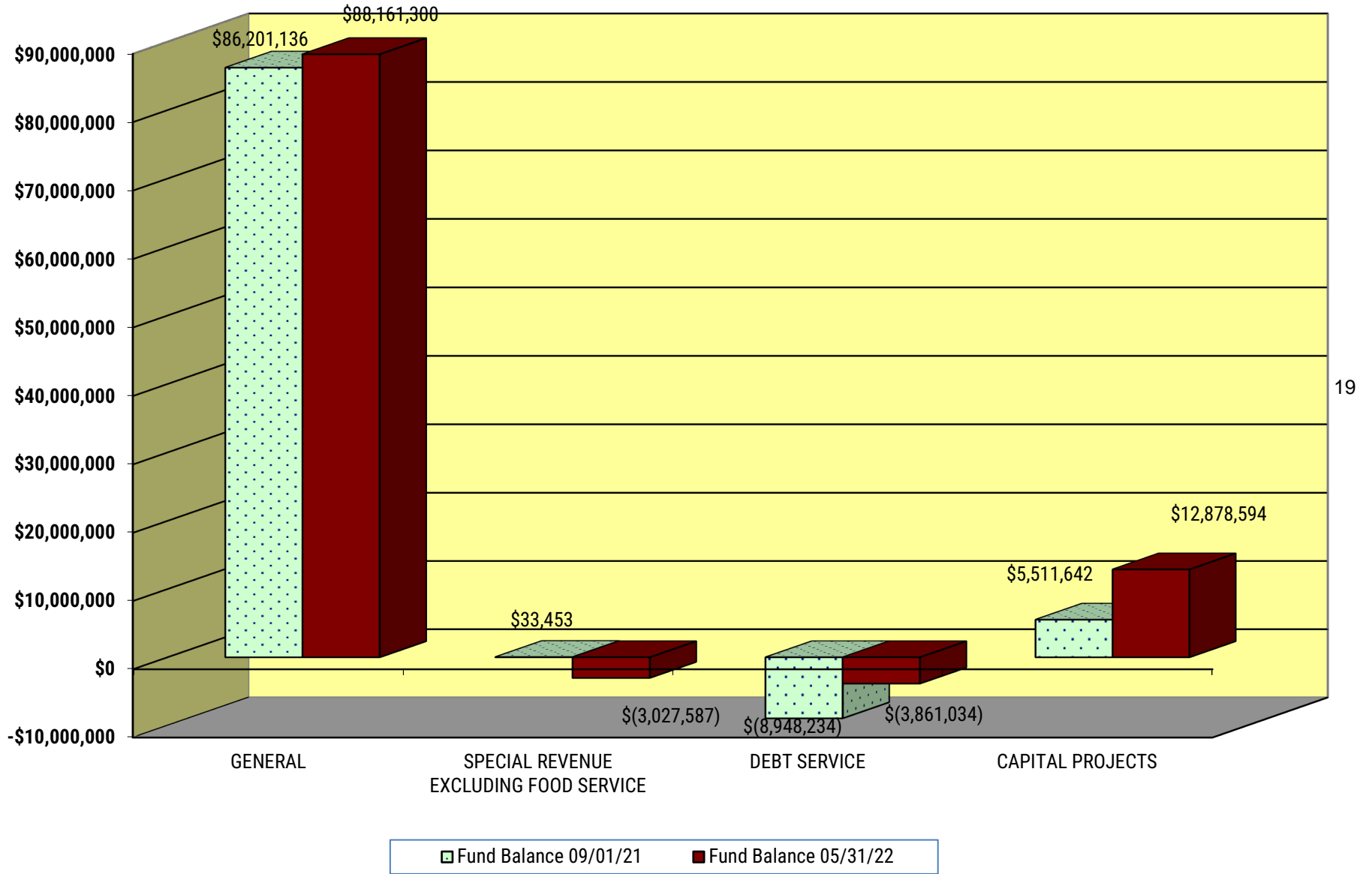
Food Service Fund YTD Actual Expenditures May 31, 2023



Comparative Fund Balances May 31, 2023



Comparative Fund Balances May 31, 2022



**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD		(OVER) UNDER	09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	172,678,620	169,246,245	98.0%	451,247	0.3%	3,432,375	152,300,000	151,505,504	99.5%
5712 DELINQUENT TAXES	256,205	69,677	27.2%	43,602	17.0%	186,528	276,647	(578,932)	-209.3%
5719 OTHER TAX RELATED REVENUE	500,000	1,535,747	307.1%	133,828	26.8%	(1,035,747)	500,000	1,429,529	285.9%
TOTAL TAXES	173,434,825	170,851,670	98.5%	628,677	0.4%	2,583,155	153,076,647	152,356,101	99.5%
5735 SUMMER SCHOOL	-	(152)	--	-	--	152	-	5,700	--
5738 PARKING FEES	4,500	1,624	36.1%	15	0.3%	2,876	4,500	2,592	57.6%
5739 OTHER TUITION AND FEES	200,000	388,229	194.1%	41,622	20.8%	(188,229)	200,000	397,739	198.9%
5742 INVESTMENT EARNINGS	500,000	4,339,008	867.8%	668,711	133.7%	(3,839,008)	500,000	346,145	69.2%
5743 RENTAL OF FACILITIES	70,000	29,196	41.7%	3,200	4.6%	40,804	70,000	42,324	60.5%
5744 GIFTS AND BEQUESTS	288,056	157,782	54.8%	275	0.1%	130,275	267,383	151,434	56.6%
5745 NET INSURANCE RECOVERY	200,000	1,284,543	642.3%	100	0.1%	(1,084,543)	200,000	1,278,262	639.1%
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	761,007	1,270,157	166.9%	98,835	13.0%	(509,150)	327,601	861,820	263.1%
5752 ATHLETIC	-	169,697	--	6,107	--	(169,697)	(48)	178,596	-372074.1%
5755 ACTIVITY FUND RECEIPTS	1,625,912	849,654	52.3%	122,540	7.5%	776,259	1,297,838	686,693	52.9%
5766 CONCURRENT ENROLLMENT	50,000	29,000	58.0%	-	0.0%	21,000	50,000	33,000	66.0%
5767 IRVING SCHOOL FOUNDATION	96,329	128,965	152.6%	(5,273)	-2.6%	(105,137)	84,153	128,477	152.7%
5769 REVENUE FROM INTERMEDIATE	200,000	305,137	224.1%	-	0.0%	(4,957,035)	200,000	330,623	165.3%
TOTAL OTHER LOCAL RESOURCES	3,995,805	8,952,840	224.1%	936,132	23.4%	(4,957,035)	3,201,427	4,443,405	138.8%
TOTAL LOCAL RESOURCES	177,430,630	179,804,510	101.3%	1,564,808	0.9%	(2,373,880)	156,278,074	156,799,506	100.3%
STATE RESOURCES:									
5811 PER CAPITA	7,224,195	12,509,951	173.2%	1,302,458	18.0%	(5,285,756)	6,224,195	6,965,349	111.9%
5812 FOUNDATION ENTITLEMENTS	119,852,633	73,293,672	61.2%	3,664,411	3.1%	46,558,961	150,963,977	84,418,860	55.9%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	1,415	--	1,056	--	(1,415)	-	1,096	--
5831 STATE TRS ON-BEHALF	16,800,000	11,643,874	69.3%	1,310,857	7.8%	5,156,126	16,200,000	11,630,241	71.8%
TOTAL STATE RESOURCES	143,876,828	97,448,912	67.7%	6,278,782	4.4%	46,427,916	173,388,172	103,015,546	59.4%
FEDERAL RESOURCES:									
5929 FEDERAL REVENUE-TEA DISTR.	8,500,000	2,394,893	28.2%	100,855	1.2%	6,105,107	4,000,000	804,111	20.1%
5931 SHARS REIMBURSEMENT	4,350,000	5,158,886	118.6%	131,570	3.0%	(808,886)	4,000,000	4,641,736	116.0%
5939 CHILD & ADULT CARE PROGRAM	-	29,997	--	-	--	(29,997)	-	45,331	--
5946 BABS SUBSIDY	-	-	--	-	--	-	-	-	--
5949 ROTC	250,000	256,535	102.6%	18,002	7.2%	(6,535)	250,000	166,979	66.8%
5959 SHARED SERVICE ARRANGEMENT	-	2,131	--	-	--	-	-	-	--
TOTAL FEDERAL RESOURCES	13,100,000	7,842,443	59.9%	250,560	1.9%	5,257,557	8,250,000	5,658,157	68.6%
OTHER SOURCES:									
7912 SALE OF FIXED ASSETS	-	151,800	--	-	--	(151,800)	-	-	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	307,020	--	57,020	--	(307,020)	-	-	--
TOTAL OTHER REVENUE SOURCES	-	458,820	--	57,020	--	(458,820)	-	-	--

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
 May 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD	(OVER) UNDER		09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
TOTAL GENERAL OPERATING REVENUE:	334,407,458	285,554,685	85.4%	8,151,170	2.4%	48,852,773	337,916,246	265,473,208	78.6%

**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD		(OVER) UNDER	09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION:									
6100 PAYROLL	183,666,542	136,218,764	74.2%	15,074,120	8.2%	47,447,777	192,530,153	143,662,439	74.6%
6200 CONTRACTED SERVICES	2,492,381	1,693,012	67.9%	161,627	6.5%	799,369	2,085,169	1,606,463	77.0%
6300 SUPPLIES	9,490,640	4,456,408	47.0%	313,626	3.3%	5,034,232	12,565,830	4,914,836	39.1%
6400 OTHER EXPENSE	3,168,197	1,691,848	53.4%	208,422	6.6%	1,476,349	2,349,810	1,593,735	67.8%
6600 CAPITAL OUTLAY	27,939	14,447	51.7%	-	0.0%	13,492	140,796	71,537	50.8%
TOTAL INSTRUCTION	198,845,699	144,074,478	72.5%	15,757,795	7.9%	54,771,220	209,671,759	151,849,011	72.4%
12 LIBRARY:									
6100 PAYROLL	4,442,868	3,415,719	76.9%	379,477	8.5%	1,027,149	4,659,528	3,361,409	72.1%
6200 CONTRACTED SERVICES	31,741	13,583	42.8%	1,597	5.0%	18,158	49,855	44,237	88.7%
6300 SUPPLIES	1,049,789	797,414	76.0%	15,127	1.4%	252,375	1,192,012	663,099	55.6%
6400 OTHER EXPENSE	39,049	23,142	59.3%	2,755	7.1%	15,907	73,716	16,127	21.9%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	42,829	-	0.0%
TOTAL LIBRARY	5,563,447	4,249,859	76.4%	398,955	7.2%	1,313,588	6,017,940	4,084,871	67.9%
13 STAFF DEVELOPMENT:									
6100 PAYROLL	6,876,523	2,538,552	36.9%	259,194	3.8%	4,337,971	3,557,145	2,702,282	76.0%
6200 CONTRACTED SERVICES	520,935	290,294	55.7%	2,984	0.6%	230,641	506,266	191,235	37.8%
6300 SUPPLIES	551,449	406,938	73.8%	9,764	1.8%	144,511	900,664	471,518	52.4%
6400 OTHER EXPENSE	661,921	380,181	57.4%	28,726	4.3%	281,740	841,585	389,304	46.3%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	8,610,828	3,615,964	42.0%	300,668	3.5%	4,994,864	5,805,660	3,754,339	64.7%
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	7,152,772	4,535,937	63.4%	476,063	6.7%	2,616,835	5,741,282	4,530,963	78.9%
6200 CONTRACTED SERVICES	1,286,968	1,103,807	85.8%	93,334	7.3%	183,162	386,842	170,704	44.1%
6300 SUPPLIES	678,311	454,026	66.9%	15,579	2.3%	224,285	610,942	169,554	27.8%
6400 OTHER EXPENSE	884,028	362,295	41.0%	37,018	4.2%	521,733	471,327	271,328	57.6%
6600 CAPITAL OUTLAY	500	-	0.0%	-	0.0%	500	7,590	7,090	93.4%
TOTAL INSTRUCTIONAL ADMINISTRATION	10,002,579	6,456,064	64.5%	621,993	6.2%	3,546,515	7,217,982	5,149,638	71.3%
23 SCHOOL ADMINISTRATION:									
6100 PAYROLL	19,730,667	14,780,706	74.9%	1,612,889	8.2%	4,949,961	20,930,444	15,137,467	72.3%
6200 CONTRACTED SERVICES	167,786	62,478	37.2%	9,714	5.8%	105,308	110,456	42,497	38.5%
6300 SUPPLIES	506,680	312,738	61.7%	30,136	5.9%	193,942	435,742	292,483	67.1%
6400 OTHER EXPENSE	655,628	418,889	63.9%	92,657	14.1%	236,740	616,154	433,534	70.4%
6600 CAPITAL OUTLAY	14,166	-	0.0%	-	0.0%	14,166	38,996	-	0.0%
TOTAL SCHOOL ADMINISTRATION	21,074,928	15,574,811	73.9%	1,745,396	8.3%	5,500,117	22,131,792	15,905,981	71.9%

**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD		(OVER) UNDER	09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
31 COUNSELING SERVICES:									
6100 PAYROLL	17,811,906	10,651,567	59.8%	1,174,821	6.6%	7,160,339	14,967,768	11,289,447	75.4%
6200 CONTRACTED SERVICES	680,081	448,955	66.0%	58,469	8.6%	231,126	373,786	326,304	87.3%
6300 SUPPLIES	877,368	429,388	48.9%	5,770	0.7%	447,981	1,047,567	662,707	63.3%
6400 OTHER EXPENSE	151,383	117,847	77.8%	10,256	6.8%	33,536	172,952	112,278	64.9%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	13,000	-	0.0%
TOTAL COUNSELING SERVICES	19,520,739	11,647,757	59.7%	1,249,316	6.4%	7,872,982	16,575,073	12,390,737	74.8%
32 ATTENDANCE SERVICES:									
6100 PAYROLL	1,639,943	962,292	58.7%	95,890	5.8%	677,651	1,331,267	1,028,313	77.2%
6200 CONTRACTED SERVICES	-	4,662	--	532	--	(4,662)	6,206	3,410	54.9%
6300 SUPPLIES	87	-	0.0%	-	0.0%	87	-	-	--
6400 OTHER EXPENSE	242	149	61.8%	-	0.0%	92	5,347	2,542	47.5%
TOTAL ATTENDANCE SERVICES	1,640,272	967,103	59.0%	96,422	5.9%	673,169	1,342,819	1,034,265	77.0%
33 HEALTH SERVICES:									
6100 PAYROLL	3,292,312	2,544,986	77.3%	286,118	8.7%	747,326	3,370,438	2,487,985	73.8%
6200 CONTRACTED SERVICES	2,750	2,649	96.3%	100	3.6%	100	4,100	2,783	67.9%
6300 SUPPLIES	107,089	81,965	76.5%	11,028	10.3%	25,124	130,370	78,384	60.1%
6400 OTHER EXPENSE	7,263	3,260	44.9%	355	4.9%	4,003	8,649	3,833	44.3%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL HEALTH SERVICES	3,409,414	2,632,860	77.2%	297,600	8.7%	776,554	3,513,557	2,572,986	73.2%
34 PUPIL TRANSPORTATION:									
6100 PAYROLL	7,726,097	5,799,408	75.1%	696,287	9.0%	1,926,689	118,370	350,541	296.1%
6200 CONTRACTED SERVICES	1,267,641	787,459	62.1%	134,822	10.6%	480,181	10,654,987	6,403,467	60.1%
6300 SUPPLIES	780,536	208,371	26.7%	(4,907)	-0.6%	572,165	1,113,652	792,180	71.1%
6400 OTHER EXPENSE	215,098	183,475	85.3%	1,781	0.8%	31,623	294,563	84,576	28.7%
6600 CAPITAL OUTLAY	2,224,267	1,330,189	59.8%	220,250	9.9%	894,078	2,214,365	-	0.0%
TOTAL PUPIL TRANSPORTATION	12,213,639	8,308,902	68.0%	1,048,232	8.6%	3,904,738	14,395,937	7,630,765	53.0%
35 FOOD SERVICE:									
6100 PAYROLL	500,569	435,554	87.0%	51,700	10.3%	65,015	538,246	383,373	71.2%
6300 SUPPLIES	1,600	-	0.0%	-	0.0%	1,600	1,600	-	0.0%
6400 OTHER EXPENSE	220,000	235	0.1%	-	0.0%	219,765	220,000	-	0.0%
6600 CAPITAL OUTLAY	61	-	0.0%	-	0.0%	61	-	-	--
TOTAL FOOD SERVICE	722,230	435,789	60.3%	51,700	7.2%	286,441	759,846	383,373	50.5%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	1,547,835	2,897,980	187.2%	343,874	22.2%	(1,350,145)	4,027,761	2,921,179	72.5%
6200 CONTRACTED SERVICES	781,085	453,550	58.1%	62,309	8.0%	327,535	643,389	511,791	79.5%
6300 SUPPLIES	1,333,512	353,199	26.5%	64,329	4.8%	980,314	589,455	281,100	47.7%
6400 OTHER EXPENSE	1,445,502	1,092,642	75.6%	131,697	9.1%	352,861	1,321,320	1,032,871	78.2%
6600 CAPITAL OUTLAY	23,659	21,698	91.7%	-	0.0%	1,961	138,479	18,376	13.3%
TOTAL EXTRA-CURRICULAR ACTIVITIES	5,131,593	4,819,068	93.9%	602,209	11.7%	312,525	6,720,405	4,765,318	70.9%

**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023		%YTD	05/23 MTD		(OVER) UNDER YTD BUDGET	09/01/2021 to 05/31/2022		%YTD
	BUDGET	ACTUAL		ACTUAL	%MTD		BUDGET	ACTUAL		YTD
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	8,740,707	5,568,653	63.7%	627,256	7.2%	3,172,054	6,895,835	5,313,902	77.1%
6200 CONTRACTED SERVICES	1,593,128	787,463	49.4%	93,703	5.9%	805,665	1,824,765	887,709	48.6%
6300 SUPPLIES	1,324,485	768,771	58.0%	66,930	5.1%	555,714	1,476,288	1,008,843	68.3%
6400 OTHER EXPENSE	1,155,605	788,639	68.2%	27,787	2.4%	366,967	1,010,641	670,892	66.4%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	12,793	-	0.0%
TOTAL GENERAL ADMINISTRATION	12,813,925	7,913,525	61.8%	815,676	6.4%	4,900,400	11,220,321	7,881,346	70.2%
51 MAINTENANCE:									
6100 PAYROLL	12,373,304	11,656,360	94.2%	1,223,034	9.9%	716,944	15,483,012	11,238,638	72.6%
6200 CONTRACTED SERVICES	10,187,910	7,794,547	76.5%	722,388	7.1%	2,393,364	12,563,555	7,479,186	59.5%
6300 SUPPLIES	3,267,456	2,729,263	83.5%	227,088	6.9%	538,193	4,400,955	2,203,605	50.1%
6400 OTHER EXPENSE	1,673,164	1,585,534	94.8%	6,342	0.4%	87,630	1,386,127	1,363,853	98.4%
6600 CAPITAL OUTLAY	846,868	545,630	64.4%	(10,583)	-1.2%	301,238	828,082	359,282	43.4%
TOTAL MAINTENANCE	28,348,702	24,311,334	85.8%	2,168,269	7.6%	4,037,368	34,661,732	22,644,564	65.3%
52 SECURITY:									
6100 PAYROLL	1,611,167	1,820,500	113.0%	195,811	12.2%	(209,333)	2,293,615	1,537,198	67.0%
6200 CONTRACTED SERVICES	3,206,226	2,638,005	82.3%	576,700	18.0%	568,222	2,254,100	1,450,566	64.4%
6300 SUPPLIES	1,152,214	820,906	71.2%	4,092	0.4%	331,308	403,860	65,831	16.3%
6400 OTHER EXPENSE	9,279	3,159	34.0%	300	3.2%	6,120	23,250	8,940	38.5%
6600 CAPITAL OUTLAY	95,440	63,243	66.3%	3,724	3.9%	32,197	93,303	32,142	34.4%
TOTAL SECURITY	6,074,326	5,345,813	88.0%	780,627	12.9%	728,513	5,068,128	3,094,678	61.1%
53 DATA PROCESSING:									
6100 PAYROLL	2,501,491	1,683,510	67.3%	181,233	7.2%	817,981	2,392,705	1,724,837	72.1%
6200 CONTRACTED SERVICES	1,108,608	753,109	67.9%	7,375	0.7%	355,498	1,144,688	673,879	58.9%
6300 SUPPLIES	1,391,334	442,989	31.8%	(1,581)	-0.1%	948,346	5,809,208	4,728,610	81.4%
6400 OTHER EXPENSE	74,794	34,282	45.8%	3,855	5.2%	40,512	66,091	22,596	34.2%
6600 CAPITAL OUTLAY	385,424	115,738	30.0%	-	0.0%	269,686	395,273	5,399	1.4%
TOTAL DATA PROCESSING	5,461,651	3,029,628	55.5%	190,882	3.5%	2,432,023	9,807,965	7,155,322	73.0%
61 COMMUNITY SERVICES:									
6100 PAYROLL	2,780,811	206,206	7.4%	25,184	0.9%	2,574,605	329,461	227,324	69.0%
6200 CONTRACTED SERVICES	425,941	401,441	94.2%	57,878	13.6%	24,501	393,296	353,393	89.9%
6300 SUPPLIES	83,237	31,988	38.4%	6,976	8.4%	51,249	58,085	30,469	52.5%
6400 OTHER EXPENSE	215,002	140,626	65.4%	19,504	9.1%	74,376	197,799	114,606	57.9%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL COMMUNITY SERVICES	3,504,991	780,261	22.3%	109,543	3.1%	2,724,731	978,641	725,792	74.2%

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
 May 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD		(OVER) UNDER YTD BUDGET	09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD		BUDGET	ACTUAL	%YTD
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	196,500	156,125	79.5%
6300 SUPPLIES & MATERIALS	-	-	--	-	--	-	14,138	-	0.0%
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	64.7%
6600 CAPITAL OUTLAY	2,605,180	1,411,285	54.2%	76,760	2.9%	1,193,895	2,867,791	1,854,184	--
TOTAL FACILITIES	2,605,180	1,411,285	54.2%	76,760	2.9%	1,193,895	3,078,429	2,010,309	65.3%
95 PAYMENTS TO JJAEP:									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	11,094	5.8%
TOTAL PAYMENTS TO JJAEP	190,000	-	0.0%	-	0.0%	190,000	190,000	11,094	5.8%
97 PAYMENTS TO TIF:									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
TOTAL PAYMENTS TO TIF	-	-	--	-	--	-	-	-	--
99 INTERGOVERNMENTAL CHARGES:									
6200 CONTRACTED SERVICES	636,722	477,542	75.0%	-	0.0%	159,180	625,457	461,655	73.8%
TOTAL INTERGOVERNMENTAL CHARGES	636,722	477,542	75.0%	-	0.0%	159,180	625,457	461,655	73.8%
OTHER USES:									
8911 INTERFUND TRANSFERS OUT	40,700	-	0.0%	-	0.0%	40,700	10,007,000	10,007,000	100.0%
TOTAL OTHER USES	40,700	-	0.0%	-	0.0%	40,700	10,007,000	10,007,000	100.0%
TOTAL 6000 EXPENDITURES:	346,411,566	246,052,042	71.0%	26,312,045	7.6%	100,359,523	369,790,444	263,513,044	71.3%
EXCESS (DEFICIENCY)									
REVENUE OVER EXPENDITURES:	(12,004,108)	39,502,643		<u>(18,160,874)</u>			(31,874,199)	1,960,164	
BEGINNING FUND BALANCE:	98,220,167	98,220,167					118,093,034	118,093,034	
ENDING FUND BALANCE:	86,216,059	137,722,810					86,218,835	120,053,198	

25

**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD		(OVER) UNDER	09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE SUMMARY:									
LOCAL REVENUE	177,430,630	179,804,510	101.3%	1,564,808	1%	(2,373,880)	156,278,074	156,799,506	100.3%
STATE REVENUE	143,876,828	97,448,912	67.7%	6,278,782	4%	46,427,916	173,388,172	103,015,546	59.4%
FEDERAL REVENUE	13,100,000	7,842,443	59.9%	250,560	2%	5,257,557	8,250,000	5,658,157	68.6%
OTHER SOURCES	-	458,820	--	57,020	--	(458,820)	-	-	--
TOTAL OTHER REVENUE SOURCES	334,407,458	285,554,685	85.4%	8,151,170	2%	48,852,773	337,916,246	265,473,208	78.6%
APPROPRIATIONS/EXPENDITURES									
BUDGET CATEGORY SUMMARY:									
6100 PAYROLL	282,395,513	205,716,693	72.8%	22,006,666	8%	76,678,820	279,048,661	207,897,298	74.5%
6200 SERVICES	24,579,904	17,712,555	72.1%	1,850,490	8%	6,867,349	34,013,418	20,776,499	61.1%
6300 SUPPLIES	22,595,788	12,294,363	54.4%	768,863	3%	10,301,426	29,636,717	16,363,221	55.2%
6400 OTHER EXPENSE	10,576,156	6,826,202	64.5%	789,924	7%	3,749,954	11,927,120	7,975,199	66.9%
6600 CAPITAL OUTLAY	6,223,504	3,502,230	56.3%	69,901	1%	2,721,275	6,793,297	2,348,011	34.6%
8900 OTHER USES	40,700	-	0.0%	-	0%	40,700	10,007,000	10,007,000	100.0%
TOTAL APPROPRIATIONS/EXPENDITURES	346,411,566	246,052,042	71.0%	25,485,843	7%	100,359,523	371,426,212	265,367,228	71.4%

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF FOOD SERVICE BUDGET & ACTUAL
 May 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023			05/23 MTD			09/01/2021 to 05/31/2022		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5742 INVESTMENT EARNINGS	80,000	909,635	1137.0%	127,171	159.0%	(829,635)	10,000	37,156	371.6%
5749 MISCELLANEOUS REVENUE	-	56,732	0.0%	-	-	-	-	28,303	-
5751 FOOD SERVICES	2,000,000	1,034,266	51.7%	113,564	5.7%	965,734	2,025,000	552,093	27.3%
5755 ACTIVITY FUND RECEIPTS	50,000	-	0.0%	-	0.0%	50,000	150,000	-	0.0%
TOTAL LOCAL RESOURCES	2,130,000	2,000,633	93.9%	240,735	11.3%	129,367	2,185,000	617,552	28.3%
STATE RESOURCES:									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	38,416	32.0%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	120,000	-	0.0%	-	0.0%	120,000	120,000	38,416	32.0%
FEDERAL RESOURCES:									
5921 SCHOOL BREAKFAST PROGRAM	5,500,000	6,294,655	114.4%	853,369	15.5%	(794,655)	5,500,000	5,862,575	106.6%
5922 NATIONAL SCHOOL LUNCH PROGRAM	15,640,000	14,732,887	94.2%	1,973,648	12.6%	907,113	14,410,193	17,493,343	121.4%
5923 USDA DONATED COMMODITIES	1,700,000	-	0.0%	-	0.0%	1,700,000	1,300,000	-	0.0%
5938 SUMMER FEEDING PROGRAM	-	-	-	-	-	-	-	-	-
5939 CACFP SUPPER PROGRAM	200,000	618,431	309.2%	73,324	36.7%	(418,431)	200,000	459,612	229.8%
TOTAL FEDERAL RESOURCES	23,040,000	21,645,973	93.9%	2,900,342	12.6%	1,394,027	21,410,193	23,815,530	111.2%
TOTAL FOOD SERVICE REVENUE:	25,290,000	23,646,606	93.5%	3,141,077	12.4%	1,643,394	23,715,193	24,471,498	103.2%
EXPENDITURES:									
35 FOOD SERVICE:									
6100 PAYROLL	8,693,765	8,542,120	98.3%	992,132	11.4%	151,645	7,632,909	7,876,763	103.2%
6200 CONTRACTED SERVICES	595,753	319,681	53.7%	37,842	6.4%	276,072	492,642	165,637	33.6%
6300 SUPPLIES	12,981,036	9,666,355	74.5%	1,455,976	11.2%	3,314,682	12,627,637	8,103,420	64.2%
6400 OTHER EXPENSE	108,600	55,869	51.4%	18,942	17.4%	52,731	98,340	68,054	69.2%
6600 CAPITAL OUTLAY	65,666	55,537	84.6%	38,967	59.3%	10,130	52,069	20,985	40.3%
FOOD SERVICE EXPENDITURES	22,444,820	18,639,561	83.0%	2,543,860	11.3%	3,805,259	20,903,597	16,234,859	77.7%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
EXTRA-CURRICULAR ACTIVITIES	-	-	-	-	-	-	-	-	-
51 MAINTENANCE:									
6100 PAYROLL	449,024	66,975	14.9%	5,905	1.3%	382,049	349,024	64,976	18.6%
6200 CONTRACTED SERVICES	328,275	9,240	2.8%	-	0.0%	319,035	466,455	8,400	1.8%
6300 SUPPLIES	273,142	129,697	47.5%	11,894	4.4%	143,445	242,401	98,380	40.6%
MAINTENANCE EXPENDITURES	1,050,441	205,912	19.6%	17,798	1.7%	844,529	1,057,880	171,756	16.2%
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	218,141	-	0.0%	-	0.0%	218,141	3,000,000	-	0.0%
FACILITIES EXPENDITURES	218,141	-	0.0%	-	0.0%	218,141	3,000,000	-	-
89 OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	-	-	0.0%	-	-	-	-
TOTAL 6000 EXPENDITURES:	23,713,403	18,845,474	79.5%	2,561,658	10.8%	4,867,929	24,961,477	16,406,615	65.7%
EXCESS (DEFICIENCY)									
REVENUE OVER EXPENDITURES:	1,576,597	4,801,133		579,419			(1,246,284)	8,064,883	
BEGINNING FUND BALANCE:	12,852,515	12,852,515					5,176,509	5,176,509	
ENDING FUND BALANCE:	14,429,112	17,653,648					3,930,225	13,241,392	

**IRVING INDEPENDENT SCHOOL DISTRICT
COMPARISON OF DEBT SERVICE BUDGET & ACTUAL
May 31, 2023**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to 05/31/2023 YTD			05/23 MTD		(OVER) UNDER	09/01/2021 to 05/31/2022 YTD		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	45,278,925	45,189,631	99.8%	120,486	0.3%	89,294	43,560,644	43,355,435	99.5%
5712 DELINQUENT TAXES	100,000	4,230.63	4.2%	10,504	10.5%	95,769	100,000	(147,338)	-147.3%
5719 OTHER TAX RELATED REVENUE	-	269,282	--	33,949	--	(269,282)	-	210,839	--
TOTAL TAXES	45,378,925	45,463,143	100.2%	164,939	0.4%	(84,218)	43,660,644	43,418,936	99.4%
5742 INVESTMENT EARNINGS	25,000	288,781	1155.1%	40,207	160.8%	(263,781)	-	5,557	--
TOTAL LOCAL RESOURCES	45,403,925	45,751,924	100.8%	205,145	0.5%	(347,999)	43,660,644	43,424,493	99.5%
STATE RESOURCES (EDA):									
5829 TEA/NON-FOUNDATION REVENUE	-	1,492,048	--	-	--	(1,492,048)	546,520	517,182	94.6%
TOTAL STATE RESOURCES	-	1,492,048	--	-	--	(1,492,048)	546,520	517,182	94.6%
OTHER SOURCES:									
7911 SALE OF BONDS	-	-	--	-	--	-	-	-	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	--	-	--	-	-	-	--
TOTAL OTHER SOURCES	-	-	--	-	0.0%	-	-	-	--
TOTAL REVENUE:	45,403,925	47,243,972	104.1%	205,145	0.5%	(1,840,047)	44,207,164	43,941,675	99.4%
EXPENDITURES:									
71 DEBT SERVICE:									
6500 DEBT SERVICE FEES	45,278,925	39,558,800	87.4%	-	0.0%	5,720,125	45,577,025	38,854,475	85.3%
DEBT SERVICE EXPENDITURES	45,278,925	39,558,800	87.4%	-	0.0%	5,720,125	45,577,025	38,854,475	85.3%
OTHER USES:									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	--
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	-	-	--
TOTAL EXPENDITURES:	45,278,925	39,558,800	87.4%	-	0.0%	5,720,125	45,577,025	38,854,475	85.3%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	125,000	7,685,172		205,145			(1,369,861)	5,087,200	
BEGINNING FUND BALANCE:	9,730,167	9,730,167					10,914,557	10,914,557	
ENDING FUND BALANCE:	9,855,167	17,415,339					9,544,696	16,001,757	

**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2022-05/31/2023**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	\$ 179,804,510	\$ 161,503	\$ 45,751,924	\$ -
5800	State Program Revenues	97,448,912.34	2,117,303	1,492,048	-
5900	Federal Program Revenues	7,842,443	31,131,476	-	-
5020	Total Revenue:	\$ 285,095,865	33,410,283	47,243,972	-
	EXPENDITURES:				
0010	Instruction and Instructional-Related Services	151,940,302	23,182,608	-	-
0020	Instructional and School Leadership	22,030,875	1,758,644	-	-
0030	Support Services - Student (Pupil)	28,811,478	1,891,475	-	-
0040	Administrative Support Services	7,913,525	7,962,988	-	-
0050	Support Services - Nonstudent Based	32,686,775	1,320,491	-	170,279
0060	Community Services	780,261	1,765,284	-	-
0070	Debt Service	-	-	39,558,800	-
0080	Capital Outlay	1,411,285	-	-	355,520
0090	Intergovernmental Charges/JJAEP/TIF	477,542	-	-	-
6030	Total Expenditures:	246,052,042	37,881,489	39,558,800	525,799
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:	<u>39,043,823</u>	<u>(4,471,206)</u>	<u>7,685,172</u>	<u>(525,799)</u>
7900	OTHER FINANCING SOURCES:				
	Proceeds from Sale of Fixed Assets	151,800	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	-
7020	Total Other Financing Sources:	<u>458,820</u>	-	-	-
8900	OTHER FINANCING USES:				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	TOTAL OTHER FINANCING SOURCES AND (USES):	<u>458,820</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USE	39,502,643	(4,471,206)	7,685,172	(525,799)
0100	FUND BALANCE - September 1 (Beginning):	<u>122,767,548</u>	<u>(187,058)</u>	<u>14,840,048</u>	<u>11,683,215</u>
3000	FUND BALANCE (DEFICIT) - (Ending):	<u>\$ 162,270,191</u>	<u>\$ (4,658,264)</u>	<u>\$ 22,525,220</u>	<u>\$ 11,157,416</u>

**IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
 ALL GOVERNMENTAL FUND TYPES
 09/01/2021-045/31/2022**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	\$ 156,799,506	\$ 230,500	\$ 43,424,493	\$ -
5800	State Program Revenues	103,015,545.51	776,859	517,182	-
5900	Federal Program Revenues	5,658,157	23,061,119	-	-
5020	Total Revenue:	\$ 265,473,208	24,068,478	43,941,675	-
	EXPENDITURES:				
0010	Instruction and Instructional-Relate	159,688,221	18,091,602	-	864,366
0020	Instructional and School Leadershij	21,055,619	974,127	-	-
0030	Support Services - Student (Pupil)	28,777,444	4,022,300	-	-
0040	Administrative Support Services	7,881,346	1,169,161	-	-
0050	Support Services - Nonstudent Basi	32,894,564	983,464	-	1,731,518
0060	Community Services	725,792	1,888,865	-	-
0070	Debt Service	-	-	38,854,475	-
0080	Capital Outlay	2,010,309	-	-	2,164
0090	Intergovernmental Charges/JJAEP,	472,749	-	-	-
6030	Total Expenditures:	253,506,044	27,129,519	38,854,475	2,598,048
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPE	<u>11,967,164</u>	<u>(3,061,040)</u>	<u>5,087,200</u>	<u>(2,598,048)</u>
7900	OTHER FINANCING SOURCES:				
	Proceeds from Sale of Fixed Assets	-	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Operating Transfers In	-	-	-	-
	Special Items	-	-	-	-
	Interfund Transfers In	-	-	-	9,965,000
7020	Total Other Financing Sources:	-	-	-	9,965,000
8900	OTHER FINANCING USES:				
	Refunding Bonds	-	-	-	-
	Operating Transfers Out	10,007,000	-	-	-
8030	Total Other Financing Uses:	10,007,000	-	-	-
	TOTAL OTHER FINANCING SOURCI	<u>(10,007,000)</u>	<u>-</u>	<u>-</u>	<u>9,965,000</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES	1,960,164	(3,061,040)	5,087,200	7,366,952
0100	FUND BALANCE - September 1 (Be	<u>86,201,136</u>	<u>33,453</u>	<u>(8,948,234)</u>	<u>5,511,642</u>
3000	FUND BALANCE (DEFICIT) - (Endin	<u>\$ 88,161,300</u>	<u>\$ (3,027,587)</u>	<u>\$ (3,861,034)</u>	<u>\$ 12,878,594</u>

IRVING INDEPENDENT SCHOOL DISTRICT
 COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL
 May 31, 2023

	CURRENT YEAR						PRIOR YEAR		
	09/01/2022 to		%YTD	05/23		(OVER UNDER)	09/01/2021 to		%YTD
	05/31/2023	YTD		MTD	MTD		05/31/2022	YTD	
BUDGET	ACTUAL		ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL		
REVENUE:									
LOCAL RESOURCES:									
5739 OTHER TUITION AND FEES	-	-	--	--	--	-	-	-	--
5742 INVESTMENT EARNINGS	1,000.00	68,490.09	6849.0%	9,575	957.5%	(67,490)	1,000	3,508	350.8%
5744 GIFTS AND BEQUESTS	-	-	--	-	-	-	-	-	--
5749 MISCELLANEOUS REVENUE	435,647	408,868	93.9%	-	0.0%	26,779	435,647	449,903	103.3%
5751 FOOD SERVICES	-	-	--	-	-	-	-	-	--
5754 INTERFUND TRANSACTIONS	2,040,368	1,150,894	56.4%	151,291	7.4%	889,474	2,040,368	1,114,547	54.6%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	--	-	-	-	-	-	--
TOTAL LOCAL RESOURCES	<u>2,477,265</u>	<u>1,628,252</u>	<u>65.7%</u>	<u>--</u>	<u>--</u>	<u>849,013</u>	<u>2,477,265</u>	<u>1,567,958</u>	<u>63.3%</u>
OTHER SOURCES:									
7901 SALE OF REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7911 SALE OF BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7915 INTERFUND TRANSFER IN	40,700	-	0.0%	-	0.0%	40,700	42,000	42,000	100.0%
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	0.0%	-	0.0%	-	-	-	0.0%
7999 OTHER MISC SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL OTHER SOURCES	<u>40,700</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>40,700</u>	<u>42,000</u>	<u>42,000</u>	<u>0.0%</u>
TOTAL INTERNAL SERVICE FUNDS REVENUE:	<u>2,517,965</u>	<u>1,628,252</u>	<u>64.7%</u>	<u>--</u>	<u>--</u>	<u>849,013</u>	<u>2,519,265</u>	<u>1,609,958</u>	<u>63.9%</u>
EXPENDITURES:									
13 STAFF DEVELOPMENT:									
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	225,387	162,329	72.0%	17,426	7.7%	63,058	204,660	180,061	88.0%
6200 CONTRACTED SERVICES	2,173	2,173	100.0%	-	0.0%	-	2,173	2,173	100.0%
6300 SUPPLIES	197,837	158,239	80.0%	3,028	1.5%	39,598	219,882	220,832	100.4%
6400 OTHER EXPENSE	10,500	1,273	12.1%	-	0.0%	9,228	9,182	634	6.9%
TOTAL INSTRUCTIONAL ADMINISTRATION	<u>435,897</u>	<u>324,014</u>	<u>74.3%</u>	<u>20,454</u>	<u>4.7%</u>	<u>111,883</u>	<u>435,897</u>	<u>403,701</u>	<u>92.6%</u>
35 FOOD SERVICE									
6100 PAYROLL COSTS	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES:	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER OPERATING COST	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES:	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	177,270	92,565	52.2%	9,698	5.5%	84,705	177,270	62,420	35.2%
6200 CONTRACTED SERVICES	235,153	157,546	67.0%	14,192	6.0%	77,607	264,362	128,199	48.5%
6300 SUPPLIES	41,037	9,833	24.0%	968	2.4%	31,204	51,383	12,480	24.3%
6400 OTHER EXPENSE	1,545,985	523,092	33.8%	35,159	2.3%	1,022,893	1,545,910	751,130	48.6%
TOTAL GENERAL ADMINISTRATION	<u>2,040,145</u>	<u>792,904</u>	<u>38.9%</u>	<u>69,884</u>	<u>3.4%</u>	<u>1,247,241</u>	<u>2,038,925</u>	<u>954,229</u>	<u>46.8%</u>
8911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	-	-	--
TOTAL OTHER USES	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
51 MAINTENANCE:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	456	304	66.7%	38	8.3%	152	2,976	2,824	94.9%
6300 SUPPLIES	660	-	0.0%	-	0.0%	660	3,660	-	0.0%
6400 OTHER OPERATING COST	40,807	39,155	96.0%	572	1.4%	1,652	37,807	36,400	96.3%
TOTAL EXTRA-CURRICULAR ACTIVITIES:	<u>41,923</u>	<u>39,459</u>	<u>--</u>	<u>610</u>	<u>--</u>	<u>2,463</u>	<u>44,443</u>	<u>39,224</u>	<u>--</u>
TOTAL 6000 EXPENDITURES:	<u>2,517,965</u>	<u>1,156,378</u>	<u>45.9%</u>	<u>90,948</u>	<u>3.6%</u>	<u>1,361,587</u>	<u>2,519,265</u>	<u>1,397,155</u>	<u>55.5%</u>
NET INCOME (LOSS)	-	471,874					-	212,804	
BEGINNING FUND BALANCE:	<u>69,855</u>	<u>69,855</u>					<u>506,023</u>	<u>506,023</u>	
ENDING FUND EQUITY BALANCE:	<u>69,855</u>	<u>541,729</u>					<u>506,023</u>	<u>718,827</u>	

**IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENSES AND
 CHANGES IN FUND NET ASSETS
 INTERNAL SERVICE FUNDS
 09/01/2022-05/31/2023**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 999,245	\$ 9,077	\$ 408,500	\$ 142,941	\$ 1,559,762
5020 Total Operating Revenue	-	999,245	9,077	408,500	142,941	1,559,762
OPERATING EXPENSES						
6100 Payroll Costs	-	59,044	33,522	162,329		254,895
6200 Professional/Contracted Services	-	46,936		2,173	110,913	160,022
6300 Supplies and Materials	-	6,686	-	158,239	3,147	168,073
6400 Claims, Admin, & Other Expenses	-	562,248	-	1,273		563,520
6030 Total Operating Expenses	-	674,914	33,522	324,014	123,928	1,156,378
Operating Income (Loss)	-	324,331	(24,445)	84,486	19,013	403,384
NON-OPERATING REVENUE						
5742 Interest Income	-	68,490	-	-	-	68,490
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
	\$ -	\$ 392,821	\$ (24,445)	\$ 84,486	\$ 19,013	\$ 471,874
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,017,363	\$ 582,156	\$ (282,559)	\$ 8,258	\$ 1,325,218
3000 TOTAL NET ASSETS	\$ -	\$ 1,410,184	\$ 557,711	\$ (198,073)	\$ 27,271	\$ 1,797,092

32

**IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENSES AND
 CHANGES IN FUND NET ASSETS
 INTERNAL SERVICE FUNDS
 09/01/2021-05/31/2022**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 1,019,385	\$ 9,280	\$ 448,942	\$ 128,844	\$ 1,606,450
5020 Total Operating Revenue	-	1,019,385	9,280	448,942	128,844	1,606,450
OPERATING EXPENSES						
6100 Payroll Costs	-	54,618	7,802	180,061		242,482
6200 Professional/Contracted Services	-	69,097		2,173	61,926	133,196
6300 Supplies and Materials	-	4,771	-	220,832	7,709	233,313
6400 Claims, Admin, & Other Expenses	-	727,799	59,732	634		788,165
6030 Total Operating Expenses	-	856,284	67,534	403,701	69,636	1,397,155
Operating Income (Loss)	-	163,101	(58,255)	45,241	59,208	209,296 ³³
NON-OPERATING REVENUE						
5742 Interest Income	-	3,508	-	-	-	3,508
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 860,915	\$ 645,866	\$ (151,342)	\$ (703)	\$ 1,354,736
3000 TOTAL NET ASSETS	\$ -	\$ 1,027,524	\$ 587,611	\$ (106,101)	\$ 58,505	\$ 1,567,540

CONSOLIDATED BALANCE SHEET FOR GO 2023 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-2,699,763.44	-43,593,296.56
1151	IMPREST FUNDS	-.86	714.37
1152	IMPREST CAFT/ACCT. OVER/UNDER	.00	-7.49
1153	IMPREST CHANGE FUND	-600.00	2,954.45
1170	LEGACY TEXAS MMA	28,135.93	31,070,730.60
1172	CERTIFICATES OF DEPOSIT	.00	15,000,000.00
1173	AGENCY SECURITIES	.00	17,111,020.16
1175	TEXPOOL	4,485.11	1,059,912.00
1176	TEXSTAR	39,478.75	9,249,326.01
1177	LONE STAR POOL	24,081.08	5,649,831.30
1178	TEXAS CLASS	-15,357,783.93	107,306,716.60
1179	LOGIC	38,722.46	8,833,301.96
1180	LANDING ROCK INVESTORS	39,299.17	10,336,640.63
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	5,474,418.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,309,289.00
1241	DUE FROM STATE	-988,663.45	99,096.13
1251	ACCRUED INTEREST	10,533.75	109,396.99
1262	DUE FROM SPECIAL REVENUE	.00	5,772,662.00
1263	DUE FROM I & S	269.03	313,527.03
1266	DUE FROM INTERNAL SERVICE FUND	.00	474,502.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	-15,107.50	44,985.56
1311	INVENTORIES - GENERAL SUPPLIES	-52,690.67	268,328.54
1312	INVENTORIES - SCHOOLDUDE	-20,687.94	329,552.14
1313	POSTAGE	-2,495.48	147,358.72
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	9,453.84
1495	PREPAID EXPENSE	.00	9,980.30
	TOTAL ASSETS	-18,952,787.99	172,829,236.03
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	294,395.45	-41,347.26
2111	ACCOUNTS PAYABLE	342,351.28	-1,099,992.08
2113	TAX REFUNDS/ATTNY'S FEE	81,816.79	-146,560.38
2114	RETAINAGES	.00	40.00
2161	ACCRUED WAGES PAYABLE	.00	-14,727,115.69
2181	DUE TO STATE	52.37	-15,896,880.57
2199	CREDIT CARD SUSPENSION	101,095.01	-20,402.49
2311	DEFERRED REVENUE	-681.56	-3,170,786.77
	TOTAL LIABILITIES	819,029.34	-35,103,045.24
FUND BALANCE			
3411	RESERVE FOR INVENTORIES	.00	-846,769.00
3431	RESERVE FOR PREPAID ITEMS	.00	-78,154.00

CONSOLIDATED BALANCE SHEET FOR GO 2023 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42
3591	OTHER DESIGNATED FUND BALANCE	.00	-8,776,750.99
3610	FUND BALANCE FOR PEIMS	.00	14.69
3611	FUND BALANCE BEG-OF-YEAR	282.51	-88,913,998.37
3612	BUDGET SURPLUS/DEFICIT	-74,455.12	12,004,107.83
4310	RESERVE FOR ENCUMBRANCES	-1,028,686.07	-8,618,510.55
4311	RESERVE FOR ENCUMBRANCES	1,028,686.07	8,618,510.55
5010	ESTIMATED REVENUE - CO	234,521.97	334,407,457.88
5050	REALIZED REVENUE - CO	-8,151,177.03	-285,554,685.12
6010	APPROPRIATED EXPENDITURES - CO	-160,066.85	-346,411,565.71
6050	EXPENDITURES - CO	26,284,653.17	246,051,773.58
	TOTAL FUND BALANCE	18,133,758.65	-137,726,190.79
	TOTAL LIABILITIES + FUND BALANCE	18,952,787.99	-172,829,236.03

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

CONSOLIDATED BALANCE SHEET FOR FS 2023 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-2,358,894.97	-31,070,954.64
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	.00	5,465.00
1178	TEXAS CLASS	127,171.28	28,889,145.16
1241	DUE FROM STATE	-85,755.65	15,892,465.70
1311	INVENTORIES - GENERAL SUPPLIES	.00	277,537.01
	TOTAL ASSETS	-2,317,479.34	13,994,658.23
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	10,972.23	4,578.37
2111	ACCOUNTS PAYABLE	.00	-4,562.21
	TOTAL LIABILITIES	10,972.23	16.16
FUND BALANCE			
3451	RESERVE - FOOD SERVICE	.00	-12,093,883.59
3612	BUDGET SURPLUS/DEFICIT	.00	-1,576,597.00
4310	RESERVE FOR ENCUMBRANCES	336,577.57	-341,003.06
4311	RESERVE FOR ENCUMBRANCES	-336,577.57	341,003.06
5010	ESTIMATED REVENUE - CO	.00	25,290,000.00
5050	REALIZED REVENUE - CO	-254,450.96	-20,746,264.44
6010	APPROPRIATED EXPENDITURES - CO	.00	-23,713,403.00
6050	EXPENDITURES - CO	2,560,958.07	18,845,473.64
	TOTAL FUND BALANCE	2,306,507.11	-13,994,674.39
	TOTAL LIABILITIES + FUND BALANCE	2,317,479.34	-13,994,658.23

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

CONSOLIDATED BALANCE SHEET FOR DS 2023 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	165,207.62	7,574,727.01
1177	LONE STAR POOL	3,803.78	892,430.80
1178	TEXAS CLASS	36,403.01	9,227,930.19
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,570,925.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-696,250.00
1241	DUE FROM STATE	.00	33,776.00
	TOTAL ASSETS	205,414.41	18,603,539.00
LIABILITIES			
2171	DUE TO GENERAL FUND	-269.03	-313,527.03
2311	DEFERRED REVENUE	.00	-874,675.00
	TOTAL LIABILITIES	-269.03	-1,188,202.03
FUND BALANCE			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-9,730,164.82
3612	BUDGET SURPLUS/DEFICIT	.00	-125,000.00
5010	ESTIMATED REVENUE - CO	.00	45,403,925.00
5050	REALIZED REVENUE - CO	-205,145.38	-47,243,972.15
6010	APPROPRIATED EXPENDITURES - CO	.00	-45,278,925.00
6050	EXPENDITURES - CO	.00	39,558,800.00
	TOTAL FUND BALANCE	-205,145.38	-17,415,336.97
	TOTAL LIABILITIES + FUND BALANCE	-205,414.41	-18,603,539.00

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

CONSENT AGENDA
07/17/2023

TOPIC: Consider Approval of Resolution and Order No. 22-23-17 Authorizing July Amendment to the 2022-2023 Budget

Revenue & Other Resources	Approved Budget	Amended Budget	Proposed Amendments	Amended Budget
General Operating Fund	\$334,407,458	\$334,407,458	74,521	\$334,481,979
Food Service Fund	25,290,000	25,290,000	-	\$25,290,000
Debt Service Fund	45,403,925	45,403,925	-	\$45,403,925
Total Revenue & Other Sources	\$405,101,383	\$405,101,383	\$ 74,521	\$ 405,175,904
Appropriations & Other Uses				
General Operating Fund	\$ 346,411,566	\$ 346,411,566	28,717	\$346,440,283
Food Service Fund	23,713,403	23,713,403	-	23,713,403
Debt Service Fund	45,278,925	45,278,925	-	45,278,925
Total Appropriations & Other Uses	\$ 415,403,894	\$ 415,403,894	\$ 28,717	\$415,432,611

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. 22-23-17 increasing the District’s total budgeted revenue to \$405,175,904 and increasing total appropriations to \$415,432,611.

RECOMMENDED BOARD MOTION: I move the Board approve Resolution and Order No. 22-23-17.

ATTACHMENTS:

1. Memo from Mahdia Lalee to Fernando Natividad
2. Resolution and Order No. 22-23-17

AGENDA SHEET

Meeting Date: 07/17/2023

Resolution/Order No.: 22-23-17

Topic: A Resolution of the Board of Trustees of the Irving Independent School District Adopting an Order Approving Amendment to the 2022-2023 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 2022-2023 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 2022-2023 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 2022-2023 fiscal year, as amended, as filed and submitted to the District's Board of Trustees and described in Exhibit "A" hereto, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the remainder of the year, together with estimated costs thereof, and estimates amounts of all other proposed expenditures, are hereby approved and adopted.

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

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

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

IT IS SO RESOLVED.

PASSED, APPROVED AND ENACTED by the Board of Trustees of the Irving Independent School District, Irving, Texas, on 7/17/2023, at a duly constituted meeting for which notice was timely given.

President
Board of Trustees
Irving Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:

Secretary
Board of Trustees
Irving Independent School District

Chief Legal Counsel
Irving Independent School District

Date: July 17, 2023
 To: Fernando Natividad, Chief Financial Officer
 From: Mahdia Lalee, Director of Business Operations
 Subject: July Amendment to the 2022-2023 Budget

General Operating Fund

Total budgeted revenue to increase by \$74,521dollars and total budgeted appropriations and other uses increase by \$28,717 which is summarized as follows:

Revenue:

➤ Increase to campus activity funds			
5755 – Activity Fund Receipt	63,186		
5767 – Irving Schools Foundation	11,335		74,521
			<u>74,521</u>

Appropriations:

➤ Increases (decreases) to campus activity funds (from campus fund balance) to reflect increase in fund balance:			
Function 11 – Instruction	(6,742)		
Function 13 – Staff Development	1,912		
Function 23 – School Administration	2,888		
Function 36 – Extra-Curricular Activities	30,659		28,717
➤ Increases (decreases) to budget for other transfers:			
Function 11 – Instruction	(142,010)		
Function 12 – Library	(2,770)		
Function 13 – Staff Development	(137,568)		
Function 21 – Instructional Administration	220,084		
Function 23 – School Administration	103,971		
Function 31 – Guidance and Counseling	(45,799)		
Function 32 - Attendance	5,112		
Function 33 – Health Services	40		
Function 36 – Extra-Curricular Activities	(5,329)		
Function 41 – General Administration	(100,000)		
Function 51 – Maintenance and Operation	(19,559)		
Function 52 – Security and Monitoring Services	17,370		
Function 53 – Data Processing Services	55,703		
Function 61 – Community Services	50,755		0
			<u>\$ 28,717</u>

Food Service

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	145,000	
Function 81 – Facilities Acquisition and Const	(145,000)	0
		<hr/> <hr/>
		\$ 0

Debt Service Fund

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

July Amendments to the 2022-2023 Budget

Increasing revenue to	\$405,175,904
Increasing appropriations to	\$415,432,611

	Approved Amended Budget	Proposed Amendments	Amended Budget
Revenue:			
General Operating Fund	\$334,407,458	74,521	\$334,481,979
Food Service Fund	25,290,000	-	\$25,290,000
Debt Service Fund	45,403,925	-	\$45,403,925
	<u>\$405,101,383</u>	<u>74,521</u>	<u>\$405,175,904</u>
Appropriations:			
General Operating Fund	346,411,566	28,717	\$346,440,283
Food Service Fund	23,713,403	-	23,713,403
Debt Service Fund	45,278,925	-	45,278,925
	<u>\$415,403,894</u>	<u>28,717</u>	<u>\$415,432,611</u>
Net DEcrease to General Operating Fund Balance		<u>45,804</u>	
Net DEcrease to Food Service Fund Balance		<u>-</u>	
Net DEcrease to Debt Service Fund Balance		<u>-</u>	

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
July 2023 BUDGET AMENDMENT

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5711 TAXES CURRENT YEAR	172,678,620	-	172,678,620	-	172,678,620
5712 DELINQUENT TAXES	256,205	-	256,205	-	256,205
5719 OTHER TAX RELATED REVENUE	500,000	-	500,000	-	500,000
TOTAL TAXES	173,434,825	-	173,434,825	-	173,434,825
OTHER LOCAL REVENUE:					
5735 SUMMER SCHOOL	-	-	-	-	-
5738 PARKING FEES	4,500	-	4,500	-	4,500
5739 OTHER TUITION AND FEES	200,000	-	200,000	-	200,000
5742 INVESTMENT EARNINGS	500,000	-	500,000	-	500,000
5743 RENTAL OF FACILITIES	70,000	-	70,000	-	70,000
5744 GIFTS AND BEQUESTS	162,450	125,606	288,056	-	288,056
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	500,000	261,007	761,007	-	761,007
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	625,912	1,625,912	63,187	1,689,099
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	96,329	96,329	11,335	107,664
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
TOTAL OTHER LOCAL RESOURCES	2,886,950	1,108,855	3,995,805	74,521	4,070,326
TOTAL LOCAL RESOURCES	176,321,775	1,108,855	177,430,630	74,521	177,505,151
STATE RESOURCES:					
5811 PER CAPITA	7,224,195	-	7,224,195	-	7,224,195
5812 FOUNDATION ENTITLEMENTS	119,852,633	-	119,852,633	-	119,852,633
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	16,800,000	-	16,800,000	-	16,800,000
TOTAL STATE RESOURCES	143,876,828	-	143,876,828	-	143,876,828
FEDERAL RESOURCES:					
5929 FEDERAL REVENUE - INDIRECT COST	8,500,000	-	8,500,000	-	8,500,000
5931 SHARS REIMBURSEMENT	4,350,000	-	4,350,000	-	4,350,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
TOTAL FEDERAL RESOURCES	13,100,000	-	13,100,000	-	13,100,000
TOTAL REVENUES	333,298,603	1,108,855	334,407,458	74,521	334,481,979
OTHER SOURCES					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-
TOTAL REVENUE AND OTHER SOURCES	333,298,603	1,108,855	334,407,458	74,521	334,481,979

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
July 2023 BUDGET AMENDMENT

	<u>ORIGINAL BUDGET</u>	<u>PROPOSED AMENDMENTS TO ORIGINAL BUDGET</u>	<u>APPROVED AMENDED BUDGET</u>	<u>PROPOSED AMENDMENTS</u>	<u>NEW AMENDED BUDGET</u>
EXPENDITURES:					
00 Indirect Costs			40,700	-	40,700
11 Instruction	194,611,448	4,234,251	198,845,699	(148,752)	198,696,947
12 Library	5,367,867	195,580	5,563,447	(2,770)	5,560,677
13 Staff Development	11,348,109	(2,737,281)	8,610,828	(135,656)	8,475,172
21 Instructional Administration	8,218,767	1,783,812	10,002,579	220,085	10,222,664
23 School Administration	20,342,870	732,058	21,074,928	106,861	21,181,789
31 Counseling Services	20,298,075	(777,336)	19,520,739	(45,799)	19,474,939
32 Attendance Services	1,647,872	(7,600)	1,640,272	5,112	1,645,384
33 Health Services	3,411,070	(1,656)	3,409,414	40	3,409,454
34 Pupil Transportation	11,597,746	615,893	12,213,639	-	12,213,639
35 Food Services	722,169	61	722,230	-	722,230
36 Extra-Curricular Activities	4,282,118	849,475	5,131,593	25,330	5,156,923
41 General Administration	11,719,402	1,094,523	12,813,925	(100,000)	12,713,925
51 Maintenance	27,813,879	534,823	28,348,702	(19,559)	28,329,143
52 Security	4,393,094	1,681,232	6,074,326	17,370	6,091,696
53 Data Processing	4,766,173	695,478	5,461,651	55,703	5,517,354
61 Community Services	2,899,810	605,181	3,504,991	50,755	3,555,746
81 Facilities	14,138	2,591,042	2,605,180	-	2,605,180
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds		-		-	
99 Intergovernmental Charges	636,721	1	636,722	-	636,722
TOTAL EXPENDITURES	<u>334,281,328</u>	<u>12,089,538</u>	<u>346,411,566</u>	<u>28,717</u>	<u>346,440,283</u>
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>334,281,328</u>	<u>12,089,538</u>	<u>346,411,566</u>	<u>28,717</u>	<u>346,440,283</u>
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(982,725)	13,198,393	(12,004,108)	45,804	(11,958,304)
EST. BEGINNING FUND BALANCE	<u>92,293,336</u>	-	<u>92,293,336</u>	-	<u>92,293,336</u>
ENDING FUND BALANCE	<u>91,310,611</u>	<u>13,198,393</u>	<u>80,289,228</u>	<u>45,804</u>	<u>80,335,032</u>

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
FOOD SERVICE
July 2023 BUDGET AMENDMENT

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5742 INVESTMENT EARNINGS	80,000	-	80,000	-	80,000
5751 FOOD SERVICES	2,000,000	-	2,000,000	-	2,000,000
5755 ACTIVITY FUND RECEIPTS	50,000	-	50,000	-	50,000
TOTAL LOCAL RESOURCES	<u>2,130,000</u>	<u>-</u>	<u>2,130,000</u>	<u>-</u>	<u>2,130,000</u>
STATE RESOURCES:					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
TOTAL STATE RESOURCES	<u>120,000</u>	<u>-</u>	<u>120,000</u>	<u>-</u>	<u>120,000</u>
FEDERAL RESOURCES:					
5921 SCHOOL BREAKFAST PROGRAM	5,500,000	-	5,500,000	-	5,500,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	15,640,000	-	15,640,000	-	15,640,000
5923 USDA DONATED COMMODITIES	1,700,000	-	1,700,000	-	1,700,000
5939 SUMMER FEEDING PROGRAM	200,000	-	200,000	-	200,000
TOTAL FEDERAL RESOURCES	<u>23,040,000</u>	<u>-</u>	<u>23,040,000</u>	<u>-</u>	<u>23,040,000</u>
TOTAL REVENUE AND OTHER SOURCES	<u>25,290,000</u>	<u>-</u>	<u>25,290,000</u>	<u>-</u>	<u>25,290,000</u>
EXPENDITURES:					
35 Food Services	20,104,339	2,340,481	22,444,820	145,000	22,589,820
36 Extra-Curricular Activities	-	-	-	-	-
51 Maintenance & Operations	759,064	291,377	1,050,441	-	1,050,441
81 Facilities	2,850,000	(2,631,859)	218,141	(145,000)	73,141
TOTAL EXPENDITURES	<u>23,713,403</u>	<u>-</u>	<u>23,713,403</u>	<u>-</u>	<u>23,713,403</u>
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>23,713,403</u>	<u>-</u>	<u>23,713,403</u>	<u>-</u>	<u>23,713,403</u>
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	<u>1,576,597</u>	<u>-</u>	<u>1,576,597</u>	<u>-</u>	<u>1,576,597</u>
EST. BEGINNING FUND BALANCE	<u>4,554,900</u>	<u>-</u>	<u>4,554,900</u>	<u>-</u>	<u>4,554,900</u>
ENDING FUND BALANCE	<u>6,131,497</u>	<u>-</u>	<u>6,131,497</u>	<u>-</u>	<u>6,131,497</u>

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
DEBT SERVICE
July 2023 BUDGET AMENDMENT

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
REVENUE:					
LOCAL RESOURCES:					
5711 TAXES CURRENT YEAR	45,278,925	-	45,278,925	-	45,278,925
5712 DELINQUENT TAXES	100,000	-	100,000	-	100,000
5719 OTHER TAX RELATED REVENUE	-	-	-	-	-
TOTAL TAXES	45,378,925	-	45,378,925	-	45,378,925
OTHER LOCAL REVENUE:					
5742 INVESTMENT EARNINGS	25,000	-	25,000	-	25,000
5799 ISD-TNT ADJUSTMENT	-	-	-	-	-
TOTAL OTHER LOCAL SOURCES	25,000	-	25,000	-	25,000
TOTAL LOCAL RESOURCES	45,403,925	-	45,403,925	-	45,403,925
STATE RESOURCES:					
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
TOTAL STATE RESOURCES	-	-	-	-	-
TOTAL REVENUES	45,403,925	-	45,403,925	-	45,403,925
OTHER SOURCES :					
7911 SALE OF BONDS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAYABLE	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-
TOTAL REVENUE AND OTHER SOURCES	45,403,925	-	45,403,925	-	45,403,925
EXPENDITURES:					
71 DEBT SERVICE	45,278,925	-	45,278,925	-	45,278,925
TOTAL EXPENDITURES	45,278,925	-	45,278,925	-	45,278,925
OTHER USES :					
8949 REFUNDING BONDS	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	45,278,925	-	45,278,925	-	45,278,925
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	125,000	-	125,000	-	125,000
EST. BEGINNING FUND BALANCE	9,468,431	-	9,468,431	-	9,468,431
ENDING FUND BALANCE	9,593,431	-	9,468,431	-	9,593,431

CONSENT AGENDA
7/17/2023

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, 2022. 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 June
3. Supplement 11 to the 2022 tax roll
4. Supplement 23 to the 2021 tax roll
5. Supplement 34 to the 2020 tax roll
6. Comparison of the Budget to the Actual Tax Roll Spreadsheet

MEMO

Date: July 17, 2023

To: Fernando Natividad, Chief Financial Officer

From: Cher Elzy, Director of Taxation

Subject: June Supplement Reports

Attached for your consideration is the June Supplement Reports.

Thank you.



DALLAS CENTRAL APPRAISAL DISTRICT

SUPPLEMENT 06-2023

As of June 07, 2023

**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

50

Tax Year	Amount of
2022	36,352,638-
2021	10,786,642-
2020	92,300-

Date : June 16, 2023

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

2022 SUPPLEMENT NO. 11

Real Property Additions		Personal Property Additions	
\$ 0		\$ 0	
Total Additions	Supplemental Change Report	Net Changes of Changes	51
\$ 0	\$ (36,352,638)	\$ (36,352,638)	

**Summary of Supplemental Change Report
#1 through #11**

Value	Reason
\$ (192,058,495)	Exemptions and Value Changes
\$ 504,769,583	Total Additions
\$ 312,711,088	Net Total

2021 SUPPLEMENT NO. 23

Real Property Additions		Personal Property Additions
\$ 0		\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 0	\$ (10,786,642)	\$ (10,786,642) 52

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

Value	Reason
\$ (350,955,076)	Exemptions and Value Changes
\$ 656,479,235	Total Additions
\$ 305,524,159	Net Total

2020 SUPPLEMENT NO. 34

Real Property Additions		Personal Property Additions
\$ 0		\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes ⁵³
\$ 0	\$ (92,300)	\$ (92,300)

Summary of Supplemental Change Report
#1 through #34

Value	Reason
\$ (354,700,173)	Exemptions and Value Changes
\$ 1,241,851,292	Total Additions
\$ 887,151,119	Net Total

RECAP FOR JUNE SUPPLEMENT

2022 SUPPLEMENT NO.	11	\$	(36,352,638)
2021 SUPPLEMENT NO.	23	\$	(10,786,642)
2020 SUPPLEMENT NO.	34	\$	(92,300)

FY 2022-2023

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 11	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 19,462,591,586	\$ 19,095,365,105	312,711,088	\$ 19,408,076,193
M & O LEVY (0.9056)	\$ 176,253,229	\$ 172,927,626	2,831,912	\$ 175,759,538
I & S LEVY (.2418)	\$ 47,060,546	\$ 46,172,593	756,135	\$ 46,928,728
TOTAL LEVY (1.1474)	\$ 223,313,775	\$ 219,100,219	3,588,047	\$ 222,688,266

2022 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	88,407,442
SUPPLEMENT NO. 2	184,253,590
SUPPLEMENT NO. 3	156,291,881
SUPPLEMENT NO. 4	55,395,081
SUPPLEMENT NO. 5	-280,000
SUPPLEMENT NO. 6	-355,000
SUPPLEMENT NO. 7	-81,030,418
SUPPLEMENT NO. 8	-2,194,340
SUPPLEMENT NO. 9	-33,708,843
SUPPLEMENT NO. 10	-17,715,667
SUPPLEMENT NO. 11	-36,352,638

55

TOTAL 312,711,088

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>462,711,088</u>
LEVY GAIN (LOSS) M & O	4,190,312
LEVY GAIN (LOSS) I & S	1,118,835
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>5,309,147</u>

FY 2021-2022

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 23	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 16,919,405,875	\$ 16,326,839,855	305,524,159	\$ 16,632,364,014
M & O LEVY (0.9390)	\$ 158,873,221	\$ 153,309,026	2,868,872	\$ 156,177,898
I & S LEVY (.2687)	\$ 45,462,444	\$ 43,870,219	820,943	\$ 44,691,162
TOTAL LEVY (1.2077)	\$ 204,335,665	\$ 197,179,245	3,689,815	\$ 200,869,060

2021 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	187,588,065
SUPPLEMENT NO. 2	338,477,475
SUPPLEMENT NO. 3	69,878,757
SUPPLEMENT NO. 4	-19,818,397
SUPPLEMENT NO. 5	-1,019,588
SUPPLEMENT NO. 6	-25,232,162
SUPPLEMENT NO. 7	-5,375,060
SUPPLEMENT NO. 8	-20,866,519
SUPPLEMENT NO. 9	-9,933,965
SUPPLEMENT NO. 10	-17,212,668
SUPPLEMENT NO. 11	-13,951,049
SUPPLEMENT NO. 12	-17,375,836
SUPPLEMENT NO. 13	-9,031,030
SUPPLEMENT NO. 14	-8,608,430
SUPPLEMENT NO. 15	-911,100
SUPPLEMENT NO. 16	-12,483,463
SUPPLEMENT NO. 17	0
SUPPLEMENT NO. 18	0
SUPPLEMENT NO. 19	-59,970,336
SUPPLEMENT NO. 20	-32,432,699
SUPPLEMENT NO. 21	-9,780,996
SUPPLEMENT NO. 22	-15,630,198
SUPPLEMENT NO. 23	-10,786,642

56

TOTAL 305,524,159

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>505,524,159</u>

LEVY GAIN (LOSS) M & O	4,746,872
LEVY GAIN (LOSS) I & S	1,358,343
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>6,105,215</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 34	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	887,151,119	\$ 15,628,941,785
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	9,002,810	\$ 158,602,502
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	2,309,254	\$ 40,682,135
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	11,312,064	\$ 199,284,637

2020 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	435,201,059
SUPPLEMENT NO. 2	479,242,398
SUPPLEMENT NO. 3	280,208,718
SUPPLEMENT NO. 4	15,576,708
SUPPLEMENT NO. 5	-3,568,300
SUPPLEMENT NO. 6	-1,548,848
SUPPLEMENT NO. 7	-17,777,907
SUPPLEMENT NO. 8	-11,306,066
SUPPLEMENT NO. 9	-4,866,930
SUPPLEMENT NO. 10	-7,508,735
SUPPLEMENT NO. 11	-21,392,402
SUPPLEMENT NO. 12	-595,647
SUPPLEMENT NO. 13	-16,657,801
SUPPLEMENT NO. 14	-56,487,138
SUPPLEMENT NO. 15	-37,755,434
SUPPLEMENT NO. 16	-9,076,405
SUPPLEMENT NO. 17	-5,858,729
SUPPLEMENT NO. 18	-4,677,591
SUPPLEMENT NO. 19	-9,638,612
SUPPLEMENT NO. 20	-67,212,457
SUPPLEMENT NO. 21	-16,025,508
SUPPLEMENT NO. 22	-6,083,827
SUPPLEMENT NO. 23	-14,350,447
SUPPLEMENT NO. 24	-2,379,427
SUPPLEMENT NO. 25	-3,091,501
SUPPLEMENT NO. 26	-682,431
SUPPLEMENT NO. 27	-3,797,470
SUPPLEMENT NO. 28	0
SUPPLEMENT NO. 29	0
SUPPLEMENT NO. 30	-93,992

SUPPLEMENT NO. 31	-206,089
SUPPLEMENT NO. 32	-196,012
SUPPLEMENT NO. 33	-149,758
SUPPLEMENT NO. 34	-92,300

TOTAL **887,151,119**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>187,151,119</u>

LEVY GAIN (LOSS) M & O	11,032,410
LEVY GAIN (LOSS) I & S	2,829,854
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>13,862,264</u>

2022 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 23,500,000	REAL
1212 IRVING LLC	\$ 11,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 3,720,410	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 14,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 4,600,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 2,550,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,250,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 9,650,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 11,500,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,650,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 504,590	REAL
250 290 B&C LLC	\$ 34,530,280	REAL
250 290 B&C LLC	\$ 17,253,980	REAL
250 290 B&C LLC	\$ 19,412,450	REAL
300 320 DECKER LLC	\$ 9,868,100	REAL
3228 WILLOW LLC	\$ 16,416,000	REAL
4409 MONTROSE LTD	\$ 23,282,000	REAL
500 EJC OFFICE OWNER LLC	\$ 27,300,000	REAL
600 LAS COLINAS OWNER LLC	\$ 74,750,000	REAL
692 LAKE CAROLYN PARKWAY	\$ 58,760,000	REAL
7918 FERGUSON LLC	\$ 1,889,070	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 53,250,000	REAL
AARON HOLDINGS LLC	\$ 2,032,310	REAL
ABRAHAM ALVIN V	\$ 2,987,630	REAL
ADDISON HOTELS LP	\$ 5,400,000	REAL
AGAP GARLAND LLC	\$ 6,985,000	REAL
AGAS VENTURES LLC	\$ 169,300	REAL
AGAS VENTURES LLC	\$ 182,780	REAL
AGAS VENTURES LLC	\$ 207,320	REAL
AGAS VENTURES LLC	\$ 185,370	REAL
AGAS VENTURES LLC	\$ 176,710	REAL
AGAS VENTURES LLC	\$ 231,570	REAL
AGAS VENTURES LLC	\$ 184,300	REAL
AGAS VENTURES LLC	\$ 198,900	REAL
AGAS VENTURES LLC	\$ 188,670	REAL
AGAS VENTURES LLC	\$ 216,590	REAL
AGAS VENTURES LLC	\$ 187,240	REAL
AGAS VENTURES LLC	\$ 172,970	REAL
AGAS VENTURES LLC	\$ 213,650	REAL
AGAS VENTURES LLC	\$ 159,470	REAL

59

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
AGAS VENTURES LLC	\$ 243,150	REAL
AGAS VENTURES LLC	\$ 203,490	REAL
AGAS VENTURES LLC	\$ 165,670	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 108,705,190	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,259,620	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,153,170	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 61,882,020	REAL
ALAMO DRAFTHOUSE CINEMA	\$ 1,315,880	PERSONAL
ALDEN SHORT	\$ 147,760	REAL
ALDEN SHORT	\$ 175,530	REAL
ALDEN SHORT	\$ 220,280	REAL
AREA/EY WFT LLC	\$ 10,000,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 5,900,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 51,860	REAL
ASBURY AUTOMOTIVE GROUP	\$ 2,600,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 4,200,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 3,200,000	REAL
ASHER PARK IRVING LP	\$ 27,000,000	REAL
BELL STACY GREETHUM TRUST THE	\$ 938,150	REAL
BELTLINE & GRANDE LTD	\$ 11,500,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 7,211,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	\$ 3,217,350	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	\$ 720,610	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUI	\$ 7,836,860	REAL
BREIT INDUSTRIAL CANYON TX	\$ 115,390	REAL
BREIT INDUSTRIAL CANYON TX	\$ 11,134,220	REAL
BROWN COLINAS POINTE LLC	\$ 18,500,000	REAL
BW ZANDER PARK LLC	\$ 18,600,000	REAL
CANAL CENTRE INVESTORS LLC	\$ 35,000,000	REAL
CARE INN	\$ 15,800,000	REAL
CAROLYN PROPERTY OWNER LP	\$ 67,181,400	REAL
CENTERPOINT PROPERTIES TRUST	\$ 66,270,000	REAL
CFT NV DEVELOPMENTS LLC	\$ 1,080,000	REAL
CHALET APARTMENTS LLC	\$ 24,500,000	REAL
CHATHEAU AT WILDBRIAR LP	\$ 14,700,000	REAL
CHICK FIL A INC	\$ 906,300	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 4,418,000	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 1,530,050	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 4,531,840	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 6,420,110	REAL
COLUMBIA PROPERTIES	\$ 29,500,000	REAL
CP 511 BUILDING LLC	\$ 21,493,600	REAL
CP II CRESTVIEW LP	\$ 37,850,000	REAL
CREEKWOOD APTS LLC	\$ 23,000,000	REAL
CRESTVIEW STONEHILL LLC	\$ 24,700,000	REAL

60

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
JARS HEIGHTS 79 LLC	\$ 3,443,040	REAL
JARS HEIGHTS 79 LLC	\$ 1,291,140	REAL
JBA PORTFOLIO LLC	\$ 5,107,730	REAL
JORDAN KATZ AVALON LLC	\$ 28,800,000	REAL
KEVLIN JAMES M &	\$ 537,000	REAL
KHOSROW SADEGHIAN	\$ 112,170	REAL
KHOSROW SADEGHIAN	\$ 183,740	REAL
KHOSROW SADEGHIAN	\$ 1,370	REAL
KHOSROW SADEGHIAN	\$ 7,000	REAL
KHOSROW SADEGHIAN	\$ 23,700	REAL
KHOSROW SADEGHIAN	\$ 23,940	REAL
KHOSROW SADEGHIAN	\$ 1,020	REAL
KHOSROW SADEGHIAN	\$ 4,680	REAL
KHOSROW SADEGHIAN	\$ 105,740	REAL
KHOSROW SADEGHIAN	\$ 6,380	REAL
KHOSROW SADEGHIAN	\$ 6,380	REAL
KORE 125 JOHN CARPENTER LLC	\$ 71,500,000	REAL
KROGER TEXAS LP	\$ 11,680,630	REAL
KROGER TEXAS LP	\$ 927,080	REAL
KROGER TEXAS LP	\$ 3,978,130	REAL
KROGER TEXAS LP	\$ 1,502,570	REAL
KROGER TEXAS LP	\$ 1,738,070	REAL
LAKE WORTH HOTEL CORP	\$ 3,750,000	REAL
LAS COLINAS I HOLDCO LP	\$ 92,000,000	REAL
LAS COLINAS II HOLDCO LP	\$ 51,600,000	REAL
LAS COLINAS SURGERY	\$ 1,400,000	REAL
LBH LAS COLINAS PLAZA LLC	\$ 25,000,000	REAL
LEGACY REI GROUP SA LLC	\$ 11,762,190	REAL
LEGACY REI GROUP SA LLC	\$ 4,237,810	REAL
LEGACY REI GROUP TF LLC	\$ 6,900,000	REAL
LEGACY REI GROUP TF LLC	\$ 2,898,000	REAL
LION TRINITY LLC	\$ 55,550,000	REAL
LOONEY FAMILY 2014 TRUST THE	\$ 1,073,070	REAL
LOONEY FAMILY 2014 TRUST THE	\$ 2,217,330	REAL
LOOP HOTEL INC	\$ 850,000	REAL
LOWES HOME CENTERS INC	\$ 7,075,000	REAL
LPD REALTY LLC	\$ 16,150,000	REAL
LRF2 TOWNE NORTH	\$ 9,525,000	REAL
LRF2 TOWNE NORTH	\$ 4,575,000	REAL
M INDUSTRIAL PROPERTY	\$ 28,559,550	REAL
MAA ALLOY LLC	\$ 55,000,000	REAL
MAA TANC LLC	\$ 42,900,000	REAL
MACY'S RETAIL HOLDINGS INC	\$ 4,580,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 39,950,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 1,650,000	REAL

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
MALL GROUND PORTFOLIO LLC	\$ 4,850,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 193,440	REAL
MALL GROUND PORTFOLIO LLC	\$ 1,301,420	REAL
MEADOW CREEK RANCH MHC LLC	\$ 3,115,880	REAL
MEADOW CREEK RANCH MHC LLC	\$ 6,227,770	REAL
MFO PPTIES LTD	\$ 1,602,700	REAL
MONTEGO BAY LLC	\$ 4,650,000	REAL
MPG TEXAS 1 LLC	\$ 12,376,000	REAL
NL ASSETS LANDEN DE LLC	\$ 13,200,000	REAL
NL ASSETS LANDEN DE LLC	\$ 13,200,000	REAL
NORTHGATE CAPRI LLC &	\$ 19,500,000	REAL
NORTHGATE CONSOLIDATED GROUP LLC	\$ 4,808,430	REAL
NORTHWEST PARK ASSOC	\$ 6,438,260	REAL
NORTHWEST PARK ASSOC	\$ 10,043,680	REAL
OAKWAY MANOR LLC	\$ 3,640,000	REAL
OAKWAY MANOR LLC	\$ 6,141,000	REAL
OCONNOR MINI WAREHOUSES	\$ 1,520,000	REAL
OMNINET FOXBOROUGH LP	\$ 10,920,000	REAL
OMNINET FOXBOROUGH LP	\$ 26,880,000	REAL
P LURA LLC	\$ 940,000	REAL
PAR CAPITAL 122 WEST LLC	\$ 26,700,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 4,752,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 65,748,000	REAL
PARMA MANDALAY TOWER LLC	\$ 40,500,000	REAL
PARRISH MICHAEL R & ANGELA R	\$ 1,615,730	REAL
PBH VALLEY RIDGE LLC	\$ 48,000,000	REAL
PCPI UT OWNER	\$ 12,252,330	REAL
PCPI UT OWNER	\$ 137,747,670	REAL
PETCO ANIMAL SUPPLIES INC	\$ 323,800	REAL
PL LASCO OWNER LLC	\$ 77,000,000	REAL
POINT AT LAS COLINAS PROPERTIES LLC	\$ 73,455,000	REAL
POLO SANTIAGO	\$ 6,300,000	REAL
POST MONTORO LLC	\$ 31,000,000	REAL
PROMENADE TX PARTNERS LLC	\$ 63,000,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$ 34,750,000	REAL
PS LPT PROPERTIES INVESTORS	\$ 3,117,360	REAL
PS TEXAS HOLDINGS II LTD	\$ 5,482,000	REAL
PS TEXAS HOLDINGS II LTD	\$ 5,774,350	REAL
RAIBLE PLACE APARTMENTS LLC	\$ 14,500,000	REAL
RAMSEY LUTHER H	\$ 1,526,560	REAL
RAMSEY LUTHER HAROLD	\$ 797,930	REAL
RANDALLS FOOD & DRUG LP	\$ 5,750,000	REAL
REGAL BUSINESS CENTER LLC	\$ 13,513,300	REAL
REGAL BUSINESS CENTER LLC	\$ 7,568,590	REAL
RESIDENCE AT SURROUND	\$ 33,000,000	REAL

64

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
ROCHELLE PLACE LP	\$ 9,500,000	REAL
ROCHELLE PLAZA RES LLC	\$ 13,865,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$ 60,875,000	REAL
RUSTIC RIDGE IRVING LP	\$ 19,800,000	REAL
SANDLIAN COLBY B &	\$ 3,000,000	REAL
SAVOY DALLAS HOTELS LLC	\$ 6,500,000	REAL
SEDONA PARK APARTMENTS LLC	\$ 29,500,000	REAL
SFS PROPERTIES LLC	\$ 4,102,000	REAL
SGJGM FAMILY LP	\$ 130,000	REAL
SPANISH CHASE LLC	\$ 7,286,930	REAL
STATE BANK OF TEXAS	\$ 1,275,000	REAL
SUN LIFE INSURANCE CO OF CANADA	\$ 36,620,270	REAL
SUNSET SPRINGS LP	\$ 17,520,410	REAL
SYMONDS STEPHAN M	\$ 1,541,930	REAL
TARGET CORP	\$ 5,715,000	REAL
TAURUS HOLDINGS LLC	\$ 1,015,670	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$ 37,000,000	REAL
TMIF II BRIDGEPORT LP	\$ 29,254,330	REAL
TNP IRVING SQUARE DST	\$ 1,925,900	REAL
TOYOTA OF IRVING LTD	\$ 530,740	REAL
TOYOTA OF IRVING LTD	\$ 13,294,900	REAL
TOYOTA OF IRVING LTD	\$ 630,000	REAL
TP APARTMENTS LLC	\$ 6,498,990	REAL
TP APARTMENTS LLC	\$ 2,475,810	REAL
TR ATRUIM LP	\$ 15,500,000	REAL
TR ATRUIM LP	\$ 7,900,000	REAL
TSCA 222 LIMITED PS	\$ 5,200,000	REAL
TSCA 222 LIMITED PS	\$ 5,200,000	REAL
TUP CARPENTER COURT LP	\$ 12,750,000	REAL
TX 2800 VALLEY VIEW LN DEL LLC	\$ 21,701,510	REAL
VAT CROSSROADS LLC	\$ 19,000,000	REAL
VILLAGE ON WEST IRVING LLC	\$ 10,090,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$ 25,000,000	REAL
WALGREENS CO	\$ 1,424,820	REAL
WALGREENS CO	\$ 3,878,000	REAL
WALGREENS CO	\$ 2,374,270	REAL
WALMART REAL ESTATE	\$ 10,967,000	REAL
WALNUT HILL TX PARTNERS LLC	\$ 62,250,000	REAL
WATER STREET OCONNOR LP	\$ 90,400,990	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 16,098,640	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 21,250,000	REAL
WESTDALE POLARIS PARTNERS	\$ 5,750,000	REAL
WESTDALE POLARIS PARTNERS	\$ 16,405,890	REAL
WESTDALE PPTIES AMERICA I	\$ 19,000,000	REAL
WESTDALE WOODMEADE LTD	\$ 28,000,000	REAL

65

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
WOODSHIRE MHC LLC	\$ 6,581,230	REAL
WOODSHIRE MHC LLC	\$ 6,473,550	REAL
WOODSHIRE MHC LLC	\$ 2,952,800	REAL
WWC XLV LP	\$ 80,000	REAL
WWC XLV LP	\$ 67,900,000	REAL
TOTAL	\$ 3,946,432,700	

2022 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1031 NORTH STORY E 1 H LLC & 2010 KINWEST LLC	\$ 4,400,000	\$ 4,100,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	\$ 8,000,000	\$ 7,750,000	REAL
33-RENAL CENTER OF NORTH DALLAS	\$ 2,100,000	\$ 2,025,000	REAL
3801 NORTH BELT LINE ROAD	\$ 17,750,000	\$ 16,500,000	REAL
4303 MARIPOSA DRIVE	\$ 8,455,000	\$ 7,800,000	REAL
4525 W PIONEER DR PROPERTY	\$ 33,000,000	\$ 27,000,000	REAL
89 H A S HOTEL CORP	\$ 1,260,000	\$ 1,150,000	REAL
ABF FREIGHT SYSTEMS INC	\$ 7,000,000	\$ 6,400,000	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER	\$ 7,692,500	\$ 6,870,000	REAL
ALC APARTMENTS LLC	\$ 53,250,000	\$ 51,000,000	REAL
ALESIO GARDEN &	\$ 139,000,000	\$ 116,608,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 5,000,000	\$ 4,900,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,354,500	\$ 1,173,900	REAL
ARMSTRONG GUADALUPE LP	\$ 1,628,830	\$ 1,628,830	REAL
BETTER INC	\$ 2,750,000	\$ 2,365,000	REAL
BHP INVESTMENTS CO	\$ 3,800,000	\$ 3,400,000	REAL
BLVD AL LP THE	\$ 1,622,460	\$ 1,547,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 4,105,500	\$ 3,689,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 1,459,500	\$ 1,311,000	REAL
CAD ASSETS LLC	\$ 2,500,000	\$ 2,200,000	REAL
CARMAX AUTO SUPERSTORES	\$ 11,250,000	\$ 8,474,630	REAL
CARMAX AUTO SUPERSTORES	\$ 1,025,370	\$ 1,025,370	REAL
CEDAR CREST OF IRVING LLC	\$ 2,500,000	\$ 2,250,000	REAL
CHEP USA	\$ 647,510	\$ 647,510	PERSONAL
CHIPOTLE MEXICAN GRILL INC	\$ 673,660	\$ 650,000	REAL
CL II LLC	\$ 4,800,000	\$ 3,875,000	REAL
COLE CV RICHARDSON TX LLC	\$ 1,847,480	\$ 1,829,360	REAL
COLINAS RANCH APARTMENTS LLC	\$ 17,750,000	\$ 12,685,000	REAL
CVS	\$ 2,319,170	\$ 2,007,900	REAL
CVS AS LESSEE	\$ 2,002,440	\$ 1,959,460	REAL
CVS AS LESSEE	\$ 1,794,690	\$ 1,754,850	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,949,000	\$ 1,798,020	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,670,570	\$ 1,541,160	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 3,480,430	\$ 3,210,820	REAL
DEVA CORPORATION	\$ 4,500,000	\$ 4,125,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$ 14,059,720	\$ 12,500,000	REAL
DFW TOWER VILLIAGE LP	\$ 11,193,730	\$ 10,571,860	REAL
DFW TOWER VILLIAGE LP	\$ 15,806,280	\$ 14,928,150	REAL
DILLARDS PROPERTIES INC	\$ 5,000,000	\$ 4,750,000	REAL
DP WPC TX LLC AND DP WPC TX	\$ 11,158,950	\$ 10,856,860	REAL
DP WPC TX LLC AND DP WPC TX	\$ 1,969,340	\$ 1,969,340	REAL
DP WPC TX LLC AND DP WPC TX	\$ 173,800	\$ 173,800	REAL
DRIVR RE IRVING LLC	\$ 6,100,000	\$ 5,800,000	REAL
EAGLE CREST BORROWER LLC	\$ 29,540,180	\$ 26,696,430	REAL
EAGLE CREST BORROWER LLC	\$ 21,359,820	\$ 19,303,570	REAL
EL PRIMERO EXPRESS LP	\$ 3,675,000	\$ 3,400,000	REAL
ESTRADA LUXURY APARTMENTS LLC	\$ 27,000,000	\$ 23,500,000	REAL

67

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
GOLDEN RAM LLC	\$ 155,560	\$ 155,560	REAL
GOLDEN RAM LLC	\$ 901,740	\$ 901,740	REAL
GOLDEN RAM LLC	\$ 167,260	\$ 167,260	REAL
GOLDEN RAM LLC	\$ 427,430	\$ 370,150	REAL
GOLDEN RAM LLC	\$ 1,666,310	\$ 1,443,010	REAL
GOLDEN RAM LLC	\$ 220,380	\$ 190,850	REAL
GOLDEN RAM LLC	\$ 208,810	\$ 180,830	REAL
GOLDEN RAM LLC	\$ 204,160	\$ 176,800	REAL
GOLDEN RAM LLC	\$ 160,460	\$ 138,960	REAL
GOLDEN RAM LLC	\$ 151,680	\$ 131,350	REAL
GOLDEN RAM LLC	\$ 1,302,550	\$ 1,127,990	REAL
GOLDEN RAM LLC	\$ 402,530	\$ 348,590	REAL
GOLDEN RAM LLC	\$ 374,670	\$ 324,460	REAL
GOLDEN RAM LLC	\$ 106,770	\$ 92,450	REAL
GOLDEN RAM LLC	\$ 1,979,280	\$ 1,800,000	REAL
H&B DEVELOPMENT AND	\$ 787,500	\$ 725,000	REAL
HAMPTON PLEASANT RUN JV	\$ 1,925,500	\$ 1,800,000	REAL
HOME DEPOT USA	\$ 5,425,000	\$ 5,200,000	REAL
INTREPID HOLDINGS LLC	\$ 3,675,000	\$ 3,400,000	REAL
IRIS ASSOCIATES LP	\$ 10,687,500	\$ 10,125,000	REAL
IRIS ASSOCIATES LP	\$ 27,312,500	\$ 25,875,000	REAL
IRVING 4600 WEST PIONEER	\$ 41,500,000	\$ 32,698,000	REAL
IRVING APARTMENTS 2017 LLC	\$ 3,417,000	\$ 3,100,000	REAL
IRVING APARTMENTS 2017 LLC	\$ 1,500,000	\$ 1,250,000	REAL
IRVING APARTMENTS 2017 LLC	\$ 1,575,000	\$ 1,350,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$ 3,650,000	\$ 3,042,800	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$ 7,300,000	\$ 6,085,610	REAL
JAHCO FAIR OAKS LP	\$ 7,490,000	\$ 6,950,000	REAL
JDFW LLC	\$ 56,000,000	\$ 52,000,000	REAL
JDFW II LLC	\$ 78,000,000	\$ 72,500,000	REAL
KARAN ASSOCIATES TWO	\$ 1,520,000	\$ 1,337,390	REAL
KARAN ASSOCIATES TWO	\$ 1,435,000	\$ 1,262,610	REAL
LADERA RANCH LLC	\$ 26,250,000	\$ 24,500,000	REAL
LAKERIDGE REALTY LP	\$ 310,140	\$ 310,140	REAL
LAKERIDGE REALTY LP	\$ 9,265,000	\$ 8,800,000	REAL
LAKERIDGE REALTY LP	\$ 8,089,860	\$ 7,600,000	REAL
LAS COLINAS INDUSTRIAL LLC	\$ 2,630,800	\$ 2,216,750	REAL
LOWEN RAIFORD LP	\$ 8,800,000	\$ 8,300,000	REAL
LOWEN RAIFORD LP	\$ 197,830	\$ 197,830	REAL
MACARTHUR PLACE	\$ 21,000,000	\$ 18,876,920	REAL
MACARTHUR PLACE	\$ 24,500,000	\$ 22,023,080	REAL
MACY'S RETAIL HOLDINGS INC	\$ 2,467,320	\$ 2,399,100	PERSONAL
MARABELLA APARTMENTS II	\$ 29,551,810	\$ 27,968,680	REAL
MARABELLA APARTMENTS II	\$ 26,448,190	\$ 25,031,320	REAL
MESTEK LTD	\$ 3,130,040	\$ 2,781,230	REAL
MESTEK LTD	\$ 2,233,460	\$ 1,984,560	REAL
MESTEK LTD	\$ 1,389,000	\$ 1,234,210	REAL
MM COURTYARDS LLC	\$ 19,050,000	\$ 16,500,000	REAL
NEPTUNE VENTURES LLC	\$ 279,880	\$ 265,890	REAL
NEPTUNE VENTURES LLC	\$ 252,340	\$ 239,720	REAL
NEPTUNE VENTURES LLC	\$ 300,000	\$ 285,000	REAL
NEPTUNE VENTURES LLC	\$ 215,000	\$ 204,250	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
NEPTUNE VENTURES LLC	\$ 211,000	\$ 200,450	REAL
NEPTUNE VENTURES LLC	\$ 215,000	\$ 204,250	REAL
NEPTUNE VENTURES LLC	\$ 233,920	\$ 222,220	REAL
NEPTUNE VENTURES LLC	\$ 272,670	\$ 259,040	REAL
NEPTUNE VENTURES LLC	\$ 225,000	\$ 213,750	REAL
NEPTUNE VENTURES LLC	\$ 216,190	\$ 205,380	REAL
NEPTUNE VENTURES LLC	\$ 257,270	\$ 244,410	REAL
NEPTUNE VENTURES LLC	\$ 240,000	\$ 228,000	REAL
NEPTUNE VENTURES LLC	\$ 240,000	\$ 228,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$ 27,950,000	\$ 21,500,000	REAL
PBH VALLEY CREEK LLC	\$ 45,250,000	\$ 43,000,000	REAL
PERFECT & COMFORT LIVING LLC	\$ 4,000,000	\$ 3,200,000	REAL
PERFECT AND MODERN TEAM LLC	\$ 2,925,000	\$ 2,750,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY	\$ 62,250,000	\$ 54,733,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$ 83,900,000	\$ 77,156,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$ 66,125,000	\$ 61,000,000	REAL
PROPERTY RESERVE INC	\$ 64,722,820	\$ 62,300,000	REAL
RAYO LLC	\$ 5,475,000	\$ 5,000,000	REAL
RAYO LLC	\$ 5,475,000	\$ 5,000,000	REAL
RESIDENCES NORTHGATE LLC	\$ 40,700,000	\$ 28,500,000	REAL
RICKY HOSPITALITY LLC	\$ 1,650,000	\$ 1,550,000	REAL
ROADWAY EXPRESS	\$ 7,224,530	\$ 5,385,000	REAL
RYDER TRUCK RENTAL INC	\$ 2,440,720	\$ 2,440,720	REAL
SHIRLEY ENTERPRISES LLC	\$ 1,870,740	\$ 1,683,650	REAL
SL1000 RRH SPE LLC &	\$ 16,560,000	\$ 14,500,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$ 10,500,000	\$ 8,900,000	REAL
SPRINT UNITED MGMT CO	\$ 13,800,000	\$ 12,250,000	REAL
STARCREST TEXAS PPTIES	\$ 6,100,000	\$ 5,450,000	REAL
TEXAS FLORIDA CEDARS LP	\$ 10,500,000	\$ 9,575,980	REAL
TEXAS PARK MANOR LP	\$ 10,315,000	\$ 9,285,000	REAL
UNITED RENTALS	\$ 5,515,920	\$ 4,500,000	REAL
VELAZQUEZ CELIA &	\$ 1,881,520	\$ 1,250,000	REAL
WESTDALE LAKERIDGE	\$ 18,675,000	\$ 16,640,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 29,786,110	\$ 25,786,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 12,938,340	\$ 11,201,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 5,677,980	\$ 4,915,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 5,212,570	\$ 4,512,000	REAL
WOODCHASE & CLARENDON	\$ 17,323,310	\$ 13,353,000	REAL
WOODCHASE & CLARENDON	\$ 6,676,690	\$ 5,147,000	REAL
WOODWIND LAND LLC	\$ 7,000,000	\$ 5,502,000	REAL
WOODWIND LAND LLC	\$ 400,000	\$ 400,000	REAL
WWC LXXI LP	\$ 26,444,620	\$ 23,800,000	REAL
WWC XLII LP	\$ 29,875,000	\$ 27,750,000	REAL
WWC XLII LP	\$ 29,875,000	\$ 27,750,000	REAL
TOTAL	\$ 1,654,667,610	\$ 1,474,592,760	

2021 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1000 EAST AIRPORT FREEWAY LLC	\$ 9,752,100	REAL
4409 MONTROSE LTD	\$ 17,600,000	REAL
BREIT INDUSTRIAL CANYON TX	\$ 115,390	REAL
BREIT INDUSTRIAL CANYON TX	\$ 10,018,430	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
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
DFW RESORTS LLC	\$ 6,100,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$ 1,676,050	PERSONAL
IRVING LODGING LLC	\$ 5,500,000	REAL
LAKE WORTH HOTEL CORP	\$ 3,650,000	REAL
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
PARMA LAS COLINAS TOWERS LLC	\$ 61,167,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 4,048,000	REAL
PROGRESS RESIDENTIAL	\$ 168,600	REAL
PROGRESS RESIDENTIAL	\$ 170,510	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
TOTAL	\$ 193,786,610	

70

2021 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,750,000	\$ 16,500,000	REAL
14800 LANDMARK LLC	\$ 10,662,790	\$ 9,250,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	\$ 7,500,000	\$ 7,500,000	REAL
250 290 B&C LLC	\$ 32,980,000	\$ 32,000,000	REAL
250 290 B&C LLC	\$ 16,478,860	\$ 16,100,000	REAL
250 290 B&C LLC	\$ 18,540,360	\$ 17,700,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 14,336,450	\$ 13,518,600	REAL
2929 PARK GROVE VNTRE LTD	\$ 1,003,550	\$ 946,300	REAL
2ML REAL ESTATE INTEREST INC	\$ 1,390,000	\$ 1,300,000	REAL
4303 MARIPOSA DRIVE LLC	\$ 7,480,000	\$ 7,100,000	REAL
89 H A S HOTEL CORP	\$ 950,000	\$ 800,000	REAL
ABF FREIGHT SYSTEM INC	\$ 8,302,500	\$ 6,000,000	REAL
ADDISON HOTELS LP	\$ 4,257,250	\$ 3,900,000	REAL
ADDISON STONE LLC	\$ 1,408,150	\$ 1,000,000	REAL
AGAS VENTURES	\$ 148,200	\$ 139,000	REAL
AGAS VENTURES	\$ 136,980	\$ 123,000	REAL
AGAS VENTURES	\$ 145,280	\$ 136,000	REAL
AGAS VENTURES	\$ 156,980	\$ 156,980	REAL
AGAS VENTURES	\$ 170,630	\$ 155,000	REAL
AGAS VENTURES	\$ 164,780	\$ 152,000	REAL
AGAS VENTURES	\$ 189,640	\$ 175,000	REAL
AGAS VENTURES	\$ 139,290	\$ 139,290	REAL
AGAS VENTURES	\$ 123,890	\$ 123,890	REAL
AGAS VENTURES	\$ 170,670	\$ 170,670	REAL
AGAS VENTURES	\$ 126,750	\$ 126,600	REAL
AGAS VENTURES	\$ 200,780	\$ 160,000	REAL
AGAS VENTURES	\$ 175,500	\$ 175,500	REAL
AGAS VENTURES	\$ 152,100	\$ 144,500	REAL
AGAS VENTURES	\$ 136,500	\$ 129,680	REAL
AGAS VENTURES	\$ 120,900	\$ 121,370	REAL
AGAS VENTURES	\$ 100,000	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,000,000	\$ 7,500,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 102,417,090	\$ 92,633,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,659,010	\$ 53,055,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,620,610	\$ 7,804,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,303,290	\$ 52,733,000	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 6,700,000	\$ 6,000,000	REAL
ALC APARTMENTS LLC	\$ 48,750,000	\$ 48,500,000	REAL
ALESIO GARDEN &	\$ 104,420,000	\$ 96,000,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 4,440,000	\$ 4,246,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,083,600	\$ 1,083,600	REAL
AREA/EY WFT LLC	\$ 8,600,000	\$ 8,000,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 51,860	\$ 51,860	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 2,025,000	\$ 1,800,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 3,324,000	\$ 3,000,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 4,900,000	\$ 4,500,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 2,500,000	\$ 2,100,000	REAL

71

ASHER PARK IRVING LP	\$	21,750,000	\$	18,486,000	REAL
BELL STACY GREETHUM TRUST THE	\$	870,000	\$	749,230	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	2,940,000	\$	2,785,500	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	695,000	\$	660,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	7,615,000	\$	6,354,500	REAL
BELTLINE & GRANDE LTD	\$	11,000,000	\$	10,500,000	REAL
BETTER INC	\$	2,300,000	\$	2,150,000	REAL
BHP INVESTMENTS CO	\$	2,300,000	\$	2,000,000	REAL
BLVD AL LP THE	\$	1,437,890	\$	1,397,460	REAL
BRE KNIGHT SH TX OWNER LLC	\$	3,910,000	\$	3,541,750	REAL
BRE KNIGHT SH TX OWNER LLC	\$	1,390,000	\$	1,258,250	REAL
BUDHWANI & VIRANI INC	\$	2,025,000	\$	1,900,000	REAL
CARE INN	\$	15,300,000	\$	13,775,000	REAL
CAROLYN PROPERTY OWNER LP	\$	57,720,000	\$	54,300,000	REAL
CASTLE CROWN PROPERTIES	\$	4,750,000	\$	4,200,000	REAL
CEDAR CREST OF IRVING LLC	\$	1,600,000	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	4,186,480	\$	4,186,480	REAL
CFT NV DEVELOPMENTS LLC	\$	815,000	\$	730,000	REAL
CHALET APARTMENTS LLC	\$	21,434,000	\$	20,000,000	REAL
CHATHEAU AT WILDBRIAR LP	\$	14,000,000	\$	11,000,000	REAL
CNC SPC LP	\$	11,417,240	\$	11,417,240	REAL
CNC SPC LP	\$	5,782,760	\$	5,782,760	REAL
COLINAS RANCH APARTMENTS	\$	13,598,880	\$	10,500,000	REAL
COLUMBIA PROPERTIES	\$	25,000,000	\$	20,950,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	7,665,000	\$	7,200,000	REAL
CP II CRESTVIEW LP	\$	35,200,000	\$	32,700,000	REAL
CRAWFORD ELECTRIC SUPPLY LTD	\$	510,870	\$	459,780	PERSONAL
CRESTVIEW STONEHILL LLC	\$	19,000,000	\$	18,000,000	REAL
CROSS COURT TEXAS LLC	\$	1,122,000	\$	1,000,000	REAL
CROSSINGSATIRVING RUBY	\$	13,450,000	\$	12,750,000	REAL
CROWN ENTERPRISES INC	\$	5,946,820	\$	4,500,000	REAL
CVS	\$	1,785,000	\$	1,767,500	REAL
CVS	\$	1,734,000	\$	1,715,000	REAL
CVS AS LESSEE	\$	2,240,740	\$	1,940,000	REAL
CVS AS LESSEE	\$	1,973,410	\$	1,893,200	REAL
D L PETERSON TRUST I	\$	4,517,150	\$	4,200,950	PERSONAL
DALLAS METRO APARTMENTS LLC	\$	3,800,000	\$	3,450,000	REAL
DELUJO EL MOROCCO LLC	\$	9,345,000	\$	8,625,000	REAL
DENNIS D TOPLETZ	\$	152,950	\$	152,950	REAL
DENNIS D TOPLETZ	\$	130,330	\$	130,330	REAL
DENNIS D TOPLETZ	\$	638,060	\$	638,060	REAL
DENNIS D TOPLETZ	\$	616,930	\$	616,930	REAL
DENNIS D TOPLETZ	\$	442,410	\$	442,410	REAL
DENNIS D TOPLETZ	\$	205,000	\$	205,000	REAL
DENNIS D TOPLETZ	\$	205,290	\$	205,290	REAL
DENNIS D TOPLETZ	\$	183,380	\$	183,380	REAL
DENNIS D TOPLETZ	\$	197,640	\$	197,640	REAL
DENNIS D TOPLETZ	\$	166,400	\$	166,400	REAL
DENNIS D TOPLETZ	\$	177,240	\$	177,240	REAL
DENNIS D TOPLETZ	\$	223,150	\$	223,150	REAL
DENNIS D TOPLETZ	\$	177,060	\$	177,060	REAL
DENNIS D TOPLETZ	\$	398,370	\$	398,370	REAL
DENNIS D TOPLETZ	\$	145,000	\$	145,000	REAL

72

DENNIS D TOPLETZ	\$	176,120	\$	176,120	REAL
DENNIS D TOPLETZ	\$	238,730	\$	238,730	REAL
DENNIS D TOPLETZ	\$	170,010	\$	170,010	REAL
DENNIS D TOPLETZ	\$	185,310	\$	185,310	REAL
DENNIS D TOPLETZ	\$	182,010	\$	182,010	REAL
DENNIS D TOPLETZ	\$	190,650	\$	190,650	REAL
DENNIS D TOPLETZ	\$	171,000	\$	171,000	REAL
DENNIS D TOPLETZ	\$	181,630	\$	181,630	REAL
DENNIS D TOPLETZ	\$	195,380	\$	195,380	REAL
DENNIS D TOPLETZ	\$	166,050	\$	166,050	REAL
DENNIS D TOPLETZ	\$	161,140	\$	161,140	REAL
DENNIS D TOPLETZ	\$	153,050	\$	153,050	REAL
DENNIS D TOPLETZ	\$	181,630	\$	181,630	REAL
DENNIS D TOPLETZ	\$	173,820	\$	173,820	REAL
DENNIS D TOPLETZ	\$	177,970	\$	177,970	REAL
DENNIS D TOPLETZ	\$	174,430	\$	174,430	REAL
DENNIS D TOPLETZ	\$	200,580	\$	200,580	REAL
DENNIS D TOPLETZ	\$	196,560	\$	196,560	REAL
DENNIS D TOPLETZ	\$	203,630	\$	203,630	REAL
DENNIS D TOPLETZ	\$	1,087,140	\$	1,087,140	REAL
DENNIS D TOPLETZ	\$	457,970	\$	457,970	REAL
DEVA CORPORATION	\$	4,050,000	\$	3,766,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	11,160,000	\$	10,000,000	REAL
DK CREST OWNER LLC	\$	57,510,000	\$	56,000,000	REAL
DRIVER RE IRVING LLC	\$	5,785,570	\$	5,400,000	REAL
DSJR LLC	\$	5,318,000	\$	4,638,000	REAL
EAGLE CREST BORROWER LLC	\$	25,878,450	\$	23,765,630	REAL
EAGLE CREST BORROWER LLC	\$	18,712,110	\$	17,184,370	REAL
EBEX IRVING APARTMENTS LLC	\$	12,250,000	\$	11,875,000	REAL
EL PRIMERO EXPRESS LP	\$	3,375,000	\$	3,200,000	REAL
ELEMENT FLEET CORPORATION	\$	369,610		332,650	PERSONAL
ESTRADA REVO LLC &	\$	20,100,000	\$	18,800,000	REAL
EX DALLAS LP	\$	45,500,000	\$	43,329,260	REAL
EX DALLAS LP	\$	7,629,260	\$	7,300,000	REAL
EX DALLAS LP	\$	370,740	\$	370,740	REAL
FPG THE POINT LP	\$	50,800,000	\$	50,000,000	REAL
FREO TEXAS LLC	\$	237,080	\$	237,080	REAL
FREO TEXAS LLC	\$	201,510	\$	184,900	REAL
FREO TEXAS LLC	\$	174,750	\$	174,750	REAL
FREO TEXAS LLC	\$	147,590	\$	147,590	REAL
FREO TEXAS LLC	\$	205,860	\$	205,860	REAL
GARDEN INVESTORS PROPERTIES	\$	5,273,440	\$	4,726,550	REAL
GARDEN INVESTORS PROPERTIES	\$	8,226,560	\$	7,373,450	REAL
GELCO FLEET TRUST	\$	4,090,320	\$	3,804,000	PERSONAL
GEP SILVERTON LLC	\$	22,000,000	\$	20,700,000	REAL
GEP VANDERBILT LLC	\$	12,856,000	\$	11,600,000	REAL
GROUP 1 REALTY INC	\$	765,640	\$	689,080	REAL
GROUP 1 REALTY INC	\$	309,360	\$	278,420	REAL
GROUP 1 REALTY INC	\$	167,210	\$	150,490	REAL
GROUP 1 REALTY INC	\$	600,000	\$	540,000	REAL
GROUP 1 REALTY INC	\$	3,000,000	\$	2,800,000	REAL
HAMPTON/AIRPORT FREEWAY JOINT	\$	1,850,000	\$	1,500,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL

73

HCD DALLAS CORPORATION	\$	30,150,000	\$	25,700,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCD DALLAS CORPORATION	\$	30,150,000	\$	30,150,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	\$	5,098,670	REAL
HERTZ CORP	\$	13,113,420	\$	3,495,160	PERSONAL
HKRK MGNT INC	\$	2,275,000	\$	2,000,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$	53,500,000	\$	52,200,000	REAL
IMV GROUP LLC	\$	155,560	\$	132,430	REAL
IMV GROUP LLC	\$	901,740	\$	767,690	REAL
IMV GROUP LLC	\$	167,260	\$	142,390	REAL
IMV GROUP LLC	\$	1,429,530	\$	1,217,010	REAL
IMV GROUP LLC	\$	189,600	\$	161,410	REAL
IMV GROUP LLC	\$	179,650	\$	152,940	REAL
IMV GROUP LLC	\$	175,650	\$	149,540	REAL
IMV GROUP LLC	\$	138,050	\$	117,530	REAL
IMV GROUP LLC	\$	130,490	\$	111,090	REAL
IMV GROUP LLC	\$	1,111,510	\$	946,270	REAL
IMV GROUP LLC	\$	351,290	\$	299,070	REAL
IMV GROUP LLC	\$	322,350	\$	274,430	REAL
IMV GROUP LLC	\$	91,860	\$	78,200	REAL
INTERGERMAN SUMMER GATE LP	\$	13,650,000	\$	12,700,000	REAL
INTREPID HOLDINGS	\$	3,586,730	\$	3,200,000	REAL
IRIS ASSOCIATES LP	\$	8,156,250	\$	7,593,750	REAL
IRIS ASSOCIATES LP	\$	20,843,750	\$	19,406,250	REAL
IRVING 4600 WEST PIONEER	\$	34,272,000	\$	29,725,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	2,324,000	\$	2,203,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	4,480,000	\$	4,247,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,300,000	\$	1,865,720	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,100,000	\$	1,726,570	REAL
ISA HOSPITALITY INC	\$	1,995,000	\$	1,700,000	REAL
JAHCO FAIR OAKS LP	\$	7,050,000	\$	6,345,000	REAL
JARS HEIGHTS 79 LLC	\$	2,720,000	\$	2,582,280	REAL
JARS HEIGHTS 79 LLC	\$	1,020,000	\$	968,350	REAL
JARS HEIGHTS 79 LLC	\$	1,632,000	\$	1,549,370	REAL
JASAN LLC	\$	3,200,230	\$	2,825,000	REAL
JDFW LLC	\$	52,000,000	\$	47,000,000	REAL
JDFW II LLC	\$	71,000,000	\$	64,800,000	REAL
KIMBERLY CLARK CORP	\$	9,000,000	\$	8,775,000	REAL
KROGER TEXAS LP	\$	10,600,000	\$	10,600,000	REAL
LADERA RANCH LLC	\$	21,500,000	\$	21,000,000	REAL
LAKERIDGE REALTY LP	\$	310,140	\$	310,140	REAL
LAKERIDGE REALTY LP	\$	9,052,500	\$	8,000,000	REAL
LAKERIDGE REALTY LP	\$	7,639,860	\$	7,100,000	REAL
LAS COLINAS I HOLDCO LP	\$	83,950,000	\$	80,000,000	REAL
LAS COLINAS II HOLDCO LP	\$	46,300,000	\$	45,425,000	REAL
LAS COLINAS SURGERY	\$	1,600,000	\$	1,400,000	REAL
LEGACY REI GROUP SA LLC	\$	8,972,740	\$	8,543,270	REAL
LEGACY REI GROUP SA LLC	\$	3,232,820	\$	2,956,730	REAL
LEGACY REI GROUP SP LLC	\$	17,933,000	\$	17,600,000	REAL
LEGACY REI GROUP VF LLC	\$	10,898,000	\$	9,800,000	REAL
LOWEN TRINITY MILLS	\$	197,830	\$	197,830	REAL
LOWEN TRINITY MILLS	\$	7,715,780	\$	7,350,000	REAL
LPD REALTY LLC	\$	12,300,000	\$	11,250,000	REAL

74

MAA ALLOY LLC	\$	47,500,000	\$	44,500,000	REAL
MAA TANC LLC	\$	37,800,000	\$	36,800,000	REAL
MAAHIYAA HOTEL LLC	\$	4,000,000	\$	3,650,000	REAL
MACARTHUR PLACE BORROWER LLC	\$	17,538,460	\$	15,923,080	REAL
MACARTHUR PLACE BORROWER LLC	\$	20,461,540	\$	18,576,920	REAL
MACY'S RETAIL HOLDINGS	\$	4,410,970	\$	4,000,000	REAL
MACY'S RETAIL HOLDINGS LLC	\$	2,822,470	\$	2,399,100	PERSONAL
MARABELLA APARTMENTS LP	\$	26,253,610	\$	25,594,000	REAL
MARABELLA APARTMENTS LP	\$	23,496,390	\$	22,906,000	REAL
MEDIEVAL TIMES	\$	1,627,000	\$	1,627,000	PERSONAL
MERRICK BUSINESS PARK LLC	\$	4,423,500	\$	3,395,020	REAL
MERRICK BUSINESS PARK LLC	\$	1,434,100	\$	1,193,010	REAL
METROPLEX PLAZA LP	\$	3,752,500	\$	3,184,960	REAL
METROPLEX PLAZA LP	\$	2,362,500	\$	1,988,140	REAL
METROPLEX PLAZA LP	\$	4,635,000	\$	3,826,900	REAL
MNSF II ACQUISITIONS LLC	\$	165,910	\$	165,910	REAL
MNSF II ACQUISITIONS LLC	\$	195,020	\$	195,020	REAL
MNSF II ACQUISITIONS LLC	\$	222,430	\$	222,430	REAL
MNSF II ACQUISITIONS LLC	\$	227,990	\$	190,970	REAL
MNSF II ACQUISITIONS LLC	\$	203,000	\$	203,000	REAL
MPG TEXAS 1 LLC	\$	9,520,000	\$	9,000,000	REAL
NEPTUNE VENTURES LLC	\$	280,000	\$	280,000	REAL
NEPTUNE VENTURES LLC	\$	196,600	\$	184,480	REAL
NEPTUNE VENTURES LLC	\$	251,650	\$	236,140	REAL
NEPTUNE VENTURES LLC	\$	192,210	\$	180,370	REAL
NEPTUNE VENTURES LLC	\$	254,930	\$	239,220	REAL
NEPTUNE VENTURES LLC	\$	181,930	\$	170,720	REAL
NEPTUNE VENTURES LLC	\$	179,000	\$	167,970	REAL
NEPTUNE VENTURES LLC	\$	202,050	\$	189,600	REAL
NEPTUNE VENTURES LLC	\$	258,990	\$	243,030	REAL
NEPTUNE VENTURES LLC	\$	226,530	\$	212,940	REAL
NEPTUNE VENTURES LLC	\$	194,150	\$	182,190	REAL
NEPTUNE VENTURES LLC	\$	217,730	\$	204,310	REAL
NEPTUNE VENTURES LLC	\$	204,080	\$	191,500	REAL
NEPTUNE VENTURES LLC	\$	200,940	\$	192,530	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	24,147,200	\$	21,000,000	REAL
NORTHGATE CARI LLC &	\$	16,500,000	\$	16,000,000	REAL
OMNINET FOXBOROUGH LP	\$	9,349,910	\$	8,248,000	REAL
OMNINET FOXBOROUGH LP	\$	23,015,170	\$	20,302,000	REAL
PACIFIC PLATINUM TRUST	\$	555,310	\$	520,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,882,000	\$	25,100,000	REAL
PARMA MANDALAY TOWER LLC	\$	38,000,000	\$	35,900,000	REAL
PARRISH HARE ELECTRIC SUPPLY CORP	\$	15,469,580	\$	13,382,690	PERSONAL
PATEL RAMAN	\$	1,450,000	\$	1,340,000	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
PECAN VILLAGE APARTMENTS	\$	1,477,510	\$	1,392,860	REAL
PECAN VILLAGE APARTMENTS	\$	1,704,820	\$	1,607,140	REAL
PERFECT & COMFORT LIVING LLC	\$	3,200,000	\$	2,900,000	REAL
PERFECT AND MODERN TEAM LLC	\$	2,332,000	\$	2,200,000	REAL
POLO SANTIAGO	\$	4,600,000	\$	4,140,000	REAL
POST MONTORO LLC	\$	26,259,000	\$	25,000,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	51,832,000	\$	48,375,000	REAL

75

PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	73,775,000	\$	69,191,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$	61,500,000	\$	59,000,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$	31,000,000	\$	24,250,000	REAL
RACETRAC PETROLEUM INC	\$	563,900	\$	301,100	REAL
RACETRAC PETROLEUM INC	\$	429,820	\$	331,760	PERSONAL
RACETRAC PETROLEUM INC	\$	1,750,000	\$	1,718,000	REAL
RACETRAC PETROLEUM INC	\$	2,315,310	\$	2,100,000	REAL
RACETRAC PETROLEUM INC	\$	457,820	\$	457,820	REAL
RACETRAC PETROLEUM INC	\$	382,310	\$	382,310	REAL
RAMSEY LUTHER H	\$	1,490,700	\$	1,200,000	REAL
RANDALLS FOOD & DRUG LP	\$	4,758,940	\$	4,758,940	REAL
RAVEN SURROUND LLC	\$	26,500,000	\$	25,600,000	REAL
RAYO LLC	\$	4,800,000	\$	3,750,000	REAL
RAYO LLC	\$	4,897,600	\$	3,750,000	REAL
RESIDENCES NORTHGATE LLC	\$	28,233,600	\$	22,691,000	REAL
ROCHELLE PLACE L P	\$	7,500,000	\$	7,000,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	9,500,000	\$	8,475,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	56,250,000	\$	54,500,000	REAL
RUSTIC RIDGE IRVING LP	\$	15,000,000	\$	13,800,000	REAL
RYDER TRUCK RENTAL INC	\$	2,440,720	\$	2,153,310	PERSONAL ⁷⁶
SANDLIAN COLBY B & G B REV TR &	\$	2,600,000	\$	2,600,000	REAL
SAVOY DALLAS HOTELS LLC	\$	5,481,350	\$	4,500,000	REAL
SEDONA PARK APARTMENTS LLC	\$	24,880,000	\$	17,350,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	8,900,000	\$	8,000,000	REAL
SPANISH HAVEN REDEVELOPMT	\$	9,067,030	\$	7,000,000	REAL
SUN LIFE INSURANCE CO OF CANADA	\$	34,178,320	\$	32,169,000	REAL
SYMONDS STEPHAN M	\$	1,330,000	\$	1,200,000	REAL
TARGET CORPORATION AS OWNER	\$	5,523,470	\$	5,523,470	REAL
TCI 600 LAS COLINAS INC	\$	80,837,780	\$	74,750,000	REAL
TEXAS FLORIDA CEDARS LP	\$	8,651,960	\$	7,800,000	REAL
TEXAS PARK MANOR LP	\$	8,800,000	\$	8,250,000	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$	34,000,000	\$	33,400,000	REAL
TMIF II BRIDGEPORT LP	\$	26,250,000	\$	23,625,000	REAL
TP APARTMENTS LLC	\$	5,415,830	\$	4,851,730	REAL
TP APARTMENTS LLC	\$	2,063,170	\$	1,848,270	REAL
TR ATRIUM LP	\$	14,215,000	\$	13,500,000	REAL
TR ATRIUM LP	\$	7,215,000	\$	7,100,000	REAL
TRELLIS PLACE DUPLEXES LTD	\$	14,428,000	\$	13,300,000	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	24,000,000	\$	23,500,000	REAL
VELAZQUEZ CELIA &	\$	1,100,000	\$	1,000,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	18,525,000	\$	14,500,000	REAL
WALGREENS CO AS OWNER	\$	2,293,980	\$	2,163,320	REAL
WALGREENS CO AS OWNER	\$	1,376,640	\$	1,298,230	REAL
WALGREENS CO AS OWNER	\$	2,351,530	\$	2,217,600	REAL
WALNUT HILL TX PARTNERS LLC	\$	51,000,000	\$	47,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,400,000	\$	12,960,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	17,750,000	\$	16,950,000	REAL
WESTDALE LAKERIDGE	\$	15,950,000	\$	15,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	13,400,000	\$	12,700,000	REAL
WESTDALE PPTIES AMERICA I	\$	15,850,000	\$	15,000,000	REAL
WESTDALE WOODMEADE LTD	\$	23,700,000	\$	21,400,000	REAL
WESTGATE MULTIFAMILY LLC	\$	4,358,000	\$	3,993,000	REAL
WESTGATE MULTIFAMILY LLC	\$	3,988,000	\$	3,665,000	REAL

WESTGATE MULTIFAMILY LLC	\$	23,524,000	\$	20,946,000	REAL
WESTGATE MULTIFAMILY LLC	\$	10,130,000	\$	9,098,000	REAL
WOODCHASE & CLARENDON APTS LLC	\$	15,388,870	\$	12,270,670	PERSONAL
WOODCHASE & CLARENDON APTS LLC	\$	5,931,130	\$	4,729,330	REAL
WOODSIDE VILLAS IRVING LLC	\$	13,000,000	\$	12,100,000	REAL
WOODWIND APARTMENTS	\$	5,193,000	\$	5,100,000	REAL
WOODWIND APARTMENTS	\$	400,000	\$	400,000	REAL
WWC XLV LP	\$	59,000,000	\$	55,500,000	REAL
TOTAL	\$	3,472,228,250	\$	3,182,165,380	

CONSENT AGENDA ITEM

7/17/2023

TOPIC: Consider a Motion to Request that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2023-2024 School Year.

SUBMITTED BY: Cher Elzy/Fernando Natividad

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

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

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

ADMINISTRATIVE RECOMMENDATION: The Administration recommends that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2023-2024 School Year.

RECOMMENDED BOARD MOTION: I move the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2023-2024 School Year.

CONSENT AGENDA ITEM

July 17, 2023

TOPIC: Consider Approval to Submit a Remote Homebound Instruction Waiver for Special Education and General Education (GEH) Students to the Texas Education Agency for the 2023-2024 school year.

SUBMITTED BY: Robin Bayer, Chief Learning Officer, Megan Gonzalez, Director of Special Education, Tiffany Wilson, Director of Special Education, and Sofia Galvan, Director of At-Risk & Responsive Services

BACKGROUND: Pursuant to instructions in the student waivers guidebook released by the Texas Education Agency in 2021-2022, the district must request a waiver to provide remote homebound instruction to special education and general education students, in order to count the student in attendance for FSP funding purposes, including weighed funding purposes, provided that the following requirements are met:

For special education students, the ARD committee must have determined, in a manner consistent with state and federal law, that the remote homebound instruction to be provided meets the needs of the student; The ARD Committee must have documented that determination in the student's IEP.

All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher. For general education students, the school district provides remote homebound instruction to an eligible regular education student provided that all requirements of the homebound program are met except for face-to-face instruction from the homebound teacher.

ADMINISTRATIVE RECOMMENDATION: Administration recommends the Board approve the request to submit a Remote Homebound Instruction Waiver for the 2023-2024 School Year due to the needs of a student in the district. Administration further recommends that the Board grants the Superintendent the authority to approve Remote Homebound Instruction for any additional students that qualify for Remote Homebound Instruction in the future.

RECOMMENDED BOARD MOTION: I move that the Board approve Administration's request to submit a Remote Homebound Instruction Waiver for the 2023-2024 School Year.

Additional Agenda Sheets Attached: Yes No

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval to Delegate Board Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Qualification (RFQ) #23B-04-600 for the Purchase of Program Management Services (2023 Bond)

SUBMITTED BY: F. Natividad/J. Pilgrim

BACKGROUND: On June 6, 2023, pursuant to Request for Qualifications (RFQ) #23B-04-600, the District received responses from Six (6) Firms to provide Program Management Services for Renovation, Modernization, Addition, Expansion and New construction projects related to the Irving ISD 2023 Bond Program. Following the initial evaluation of the proposals, the Committee ranked the firms based on each firm's Qualification and Experience, Key Personnel Assigned, Program Understanding & Approach, and References and Experience with similar Scope of Services.

The Administration is finalizing the evaluation process, which will include Oral Interviews and Presentations to the Selection Committee from the top two ranked firms. Following the final presentations, the Selection Committee will select the top ranked firm for final negotiations and contracting.

The term of the award will be Five (5) years through the duration of the 2023 Bond Program.

FUNDING SOURCE: 2023 Bond Funds

COSTS: To be Determined based on Actual Fees for Work performed

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Delegate Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Qualification (RFQ) #23B-04-600 for the Purchase of Program Management Services

RECOMMENDED BOARD ACTION: I Move the Board Delegate Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Qualification (RFQ) #23B-04-600 for Program Management Services.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 7/17/2023

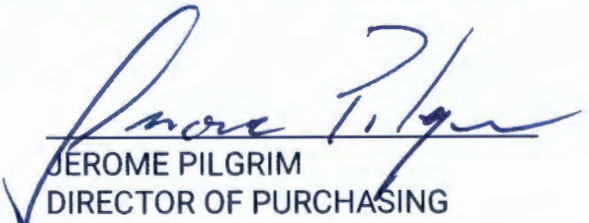
Topic: Consider Approval to Delegate Board Authority to the Superintendent or Her Designee Regarding Actions Required to Evaluate, Negotiate, and Award a Selected Vendor for Request for Qualification (RFQ) #23B-04-600 for the Purchase of Program Management Services (2023 Bond)

Recommended Vendor(s)	To be Determined
Contract Type (e.g. Co-op, RFQ)	Request for Qualifications #23B-04-600
Contract Term or One Time Purchase	Five Years through the duration of the 2023 Bond Program
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR(S) PROVIDES THE BEST VALUE FOR THE DESCRIBED SCOPE OF 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 OF ADMINISTRATIVE SERVICES



JEROME PILGRIM
DIRECTOR OF PURCHASING

RANDY RANDLE
PRESIDENT BOARD OF TRUSTEES
DATE: _____

A.D. JENKINS
SECRETARY BOARD OF TRUSTEES
DATE: _____

MAGDA HERNANDEZ
SUPERINTENDENT OF SCHOOLS
DATE: _____

ESTHER KOLNI
GENERAL COUNSEL
DATE: _____

Attachments:

1. Recommendation Memo from Jerome Pilgrim dated July 10, 2023

CONSENT AGENDA ITEM

7/17/2023

TOPIC: Consider Approval of Award for TASB Interlocal Agreement for Workers' Compensation Third-Party Administration Services

SUBMITTED BY: J. Martinez/ M. Webb / J. Pilgrim

BACKGROUND: The Irving ISD Risk Management Department manages claims for all District employees who are injured while performing their job duties. For the past three (3) years, there has been a gradual increase in the number of claim losses. The District's current third-party administrator is no longer capable of effectively managing the claims due to some unexpected internal shifts that have occurred within the company. The Risk Management Team has explored options to ensure that the District can continue to comply with federal filing deadlines, payment processing, etc. The TASB Risk Management Fund (Fund) came highly recommended by many Texas school districts.

Upon review of the claims loss history, the number of jobs classified as "high-risk," and the Workers' Compensation Proposal provided by TASB, it is recommended the District utilize the Fully Funded option. With this option, the Fund is responsible for claims payments as reflected in the attached Contribution & Coverage Summary (CCS). Other services with this option include:

- Claims Administration
- Claims Investigation
- Licensed Adjusters
- Medical Director
- Nurse Case Managers
- Workers' Compensation Trainer
- Consultation and Advice
- In-house Subrogation Recovery
- Online Claims and Wage Reporting
- Loss Prevention Courses

The Term will be 9/1/2023 through 8/31/2024

FUNDING SOURCE: Workers' Compensation Fund (771)

ANNUAL COST: \$1,293,585


ONE-TIME COST: \$ 38,100

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Award of a TASB Interlocal Agreement for Workers' Compensation Third-Party Administration Services.

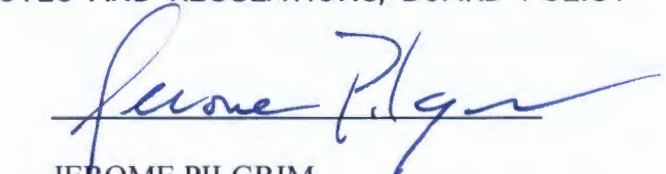
RECOMMENDED BOARD MOTION: I Move that the Board of Trustees Approve the Award of a TASB Interlocal Agreement for the purchase of Workers' Compensation Third-Party Administration Services.

Additional Agenda Sheets Attached: Yes No

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



 MERITZA WEBB
 EXECUTIVE DIRECTOR OF EMPLOYEE
 SERVICES & HR SYSTEMS



 JEROME PILGRIM
 DIRECTOR OF PURCHASING

 RANDY RANDLE
 PRESIDENT BOARD OF TRUSTEES

 A.D. JENKINS
 SECRETARY BOARD OF TRUSTEES

DATE: _____

DATE: _____

 MAGDA HERNANDEZ
 SUPERINTENDENT OF SCHOOLS
 DATE: _____

 ESTHER KOLNI
 GENERAL COUNSEL
 DATE: _____

Attachments:

1. Memo from Jerome Pilgrim dated July 10, 2023
2. Contribution & Coverage Summary (CCS)



PURCHASING RECOMMENDATION

Date: July 10, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

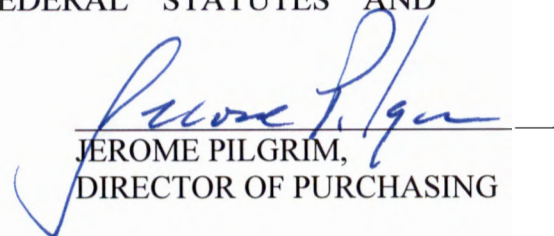
SUBJECT: Approval of Award for TASB Interlocal Agreement for Workers' Compensation Third-Party Administration Services

Purchasing concurs with the recommendation from the Risk Management Office to approve the Award of an Interlocal Agreement for Workers' Compensation Third-Party Administration Services with Texas Association of School Boards (TASB).

The Term of the policy will be 9/1/2023 through 8/31/2024 is renewable on an annual basis with any necessary changes based on claims and premium increases or decreases. This year's **Workers' Comp Fully Funded** contribution is **\$1,293,585** in total premium 9/1/2023 through 8/31/2024 fiscal year.

Purchasing concur with the recommendation to Approve the Interlocal Agreement for Workers' Compensation Third-Party Administration Services with Texas Association of School Boards (TASB).

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



Irving ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2023 through 8/31/2024

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Workers' Comp Fully Funded	Statutory	Statutory	\$1,293,585
Total Contribution			\$1,293,585

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



Irving ISD

Workers' Compensation – Fully Funded

Participation Period: 9/1/2023 through 8/31/2024

Total Workers' Compensation – Fully Funded Contribution: \$1,293,585

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$5,834,721	0.01630172	\$95,116
7720 - POLICE OFFICER	\$0	0.02031000	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$0	0.00106800	\$0
8868 - PROFESSIONAL/ADMINISTRATON	\$251,134,984	0.00288621	\$724,828
9101 - ALL OTHERS	\$22,154,174	0.02137931	\$473,641
Total	\$279,123,879		\$1,293,585

Estimated Contribution	\$1,293,585
-------------------------------	--------------------

Workers' Compensation – Fully Funded Conditions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Meritza Webb
Authorized Signature

07/11/23
Date

MERITZA WEBB
Printed Name

EXECUTIVE DIRECTOR OF EMPLOYEE SERVICE
Title

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for the Purchase of Job Order Contracting Services.

SUBMITTED BY: A. Smith/J. Pilgrim

BACKGROUND: On July 25, 2022, the Board Approved the Award of RFP #22-86-914 for the Purchase of Job Order Contracting Services. The purpose of this Award is to provide the Facilities and Maintenance Department with Approved Job Order Contracting Firms to provide and perform "As Needed" for Minor Construction, Facility Repairs & Rehabilitation, and Building Alterations. The Board shall approve each job, task or purchase that exceeds \$500,000. Gov't Code 2269.403. The Administration recommends that the Board Approve the renewal of this Award for an additional twelve (12) month term. This will be the first renewal, with the option to renew for three (3) additional twelve (12) month periods through July 31, 2027.

FUNDING SOURCE: Various Federal and Local Fund

COSTS: Cost is based Actual projects

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award for RFP #22-86-914 for Job Order Contracting Services for an Additional Twelve (12) Month Term

RECOMMENDED BOARD ACTION: I Move the Board Approve the Renewal of Award for RFP #22-86-914 for Job Order Contracting Services for an Additional Twelve (12) Month Term.

Additional Agenda Sheets Attached: Yes No

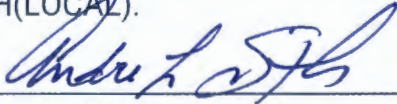
AGENDA SHEET

Meeting Date:7/17/2023

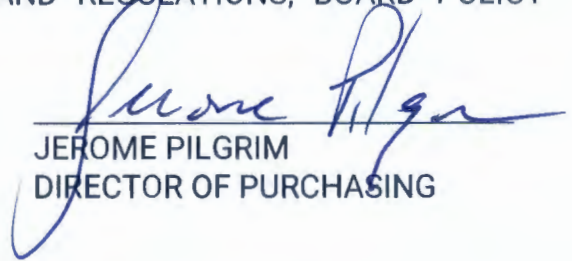
Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for the Purchase of Job Order Contracting Services.

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

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



DR. ANDRE SMITH, Ed.D
CHIEF OF ADMINSTRATIVE SERVICES



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Recommendation Memo from Dr. Andre Smith Ed.D dated July 11, 2023
2. Memo from Jerome Pilgrim dated July 11, 2023

MEMO

DATE: July 11, 2023

TO: Jerome Pilgrim
Director of Purchasing

FROM: Dr. Andre Smith
Chief of Administrative Services

RE: Renewal of Award Recommendation for RFP 22-86-914 for Job Order Contracting Services.

Facility Services requests that the Irving ISD Board of Trustees approve the renewal of award of RFP 22-86-914 for Job Order Contracting Services to all Firms that were previously awarded on July 25, 2022.

Due to the variety of Project and unanticipated nature of work that the district may need in the future, the Facilities Department recommends all Firms be approved for renewal. This allows for an approved pool of JOC firms for future projects such as "As Needed" Minor Construction, Facility Repairs & Rehabilitation, and Building Alterations.

The Board shall approve each job, task or purchase that exceeds \$500,000. Gov't Code 2269.403. The Administration recommends that the Board Approve the renewal of this Award for an additional twelve (12) month term.



Dr. Andre Smith
Chief of Administrative Services

IRVING
Independent School District
PURCHASING DEPARTMENT

RECOMMENDATION

Date: July 10, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing, Irving Independent School District

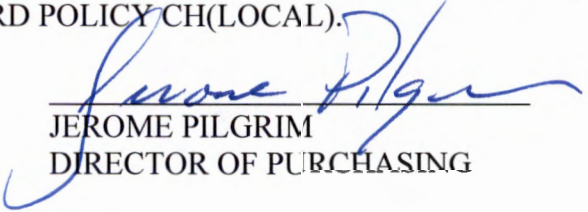
SUBJECT: **Renewal of RFP #22-86-914 for Job Order Contracting Services**

On July 25, 2022 the Board approved the award of Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services to Various Firms.

The services covered by these firms will satisfy the variety of Construction Services, including “As Needed” Minor Construction, Facility Repairs & Rehabilitation, Renovations, and Building Alterations and will primarily be utilized by the Facilities department for as needed projects, not including 2023 Bond Projects.

This will be the second year of this award. Purchasing concurs with the recommendation to approve the renewal of award for RFP #22-86-914.

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(LLOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING

TOPIC: Consider Approval of the Renewal of Award for Request for Qualification (RFQ) #22-87-914 for the Purchase of On Call Architect and Engineering Services.

SUBMITTED BY: A. Smith/J. Pilgrim

BACKGROUND: On July 25, 2022, the Board Approved the Award of RFQ #22-87-914 for the Purchase of On Call Architect and Engineering Services. The purpose of this Award is to provide the Facilities and Maintenance Department with Approved Architect and Engineering Firms to provide and perform Basic A & E Design Services on an "As Needed" for Minor Construction, Facility Repairs & Rehabilitation, and Building Alterations. The Board shall approve each job, task or purchase that exceeds \$500,000. Gov't Code 2269.403. The Administration recommends that the Board Approve the renewal of the Firms listed on Exhibit B for an additional twelve (12) month term. This will be the first renewal, with the option to renew for three (3) additional twelve (12) month periods through July 31, 2027.

FUNDING SOURCE: Various Federal and Local Fund

COSTS: Cost is based Actual projects

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award for RFQ #22-87-914 for On-Call Architect and Engineering Services for an Additional Twelve (12) Month Term

RECOMMENDED BOARD ACTION: I Move the Board Approve the Renewal of Award for RFQ #22-87-914 for On-Call Architect and Engineering Services for an Additional Twelve (12) Month Term.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

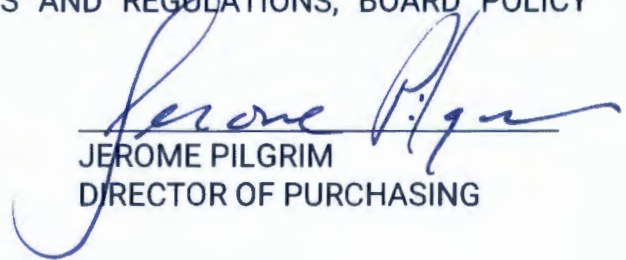
Meeting Date: 7/17/2023

Topic: Consider Approval of the Renewal of Award for Request for Qualification (RFQ) #22-87-914 for the Purchase of On Call Architect and Engineering Services.

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

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


 DR. ANDRE SMITH, Ed.D
 CHIEF OF ADMINSTRATIVE SERVICES


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Recommendation Memo from Dr. Andre Smith Ed.D dated July 11, 2023
2. Memo from Jerome Pilgrim dated July 11, 2023
3. Exhibit A – List of Contractors (RFP) #22-86-914 for On-Call Architect & Engineering Services

MEMO

DATE: July 11, 2023

TO: Jerome Pilgrim
Director of Purchasing

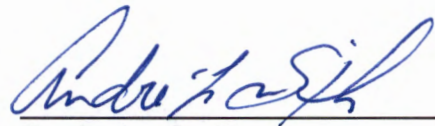
FROM: Dr. Andre Smith
Chief of Administrative Services

RE: Renewal of Award Recommendation for RFQ 22-87-914 for On-Call Architectural and Engineering Services.

Facility Services requests that the Irving ISD Board of Trustees approve the renewal of award of RFQ 22-87-914 for On-Call Architectural and Engineering Services ("A&E") to all Firms that were previously awarded on July 25, 2022.

Due to the variety of A&E services and unanticipated nature of work that the district may need in the future, the Facilities Department recommends all responsive firms to be recommended for award. This allows for an approved pool of A&E firms for future use.

These firms will primarily be utilized by the Facilities Department for needed projects and allow for the legal procurement of required A&E services. These multiple firms will provide the district with a variety of basic and specialty A&E services as listed in Exhibit B.



Dr. Andre Smith
Chief of Administrative Services

RECOMMENDATION

Date: July 10, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing, Irving Independent School District

SUBJECT: **Renewal of RFQ #22-87-914 for On-Call Architect & Engineering Services**

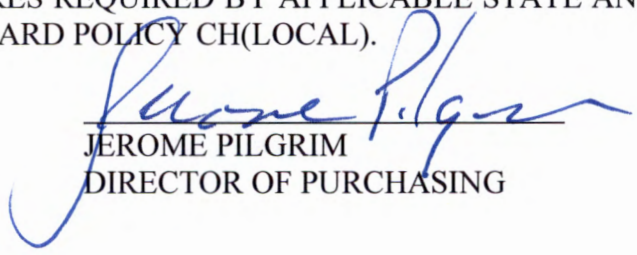
In July 25, 2022 the Board approved the award of Request for Qualification (RFQ) #22-87-914 for On-Call Architect & Engineering Services (REFER TO EXHIBIT B – LIST OF APPROVED FIRMS)

The Term of Award will be for one (1) year, with the option to renew for four (4) additional twelve (12) month periods through July 31, 2027.

The services covered by these firms will satisfy the variety of A/E Services often needed by the district for various construction projects and will primarily be utilized by the Facilities department for as needed projects, not including 2023 Bond Projects.

Purchasing concurs with the recommendation to approve the renewal of award for RFQ #22-87-914.

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

**EXHIBIT A
RECOMMENDED FIRMS FOR 22-87-914
ARCHITECT & ENGINEERING SERICES**

1	ALLIANCE ARCHITECTS*
2	ALPHA TESTING*
3	AMTECH SOLUTIONS*
4	ARMKO INDUSTRIES*
5	BLUEFIN LLC*
6	BRAUN INTERTEC CORPORATION
7	BROWN REYNOLDS WATFORD ARCHITECTS*
8	CACO ARCHITECTURE
9	CAMPOS ENGINEERING
10	CORGAN ASSOCIATES*
11	D & S ENGINEERING LABS LLC
12	EMA ENGINEERING & CONSULTING*
13	EPB ASSOCIATES
14	GLENN ENGINEERING*
15	GLENN PARTNERS
16	GRACE HEBERT CURTIS ARCHITECTS
17	HARRISON KORNBERG ARCHITECTS*
18	IN2 ARCHITECTURE
19	JONES DBR ENGINEERING COMPANY LLC
20	JR2 ARCHITECTS
21	KLINE HARDIN
22	LBL ARCHITECTS INC
23	LPA DESIGN STUDIOS*
24	ORCUTT WINSLOW ARCHITECTS
25	PARKHILL*
26	PBK ARCHITECTS*
27	RABA KISTNER
28	RPGA DESIGN GROUP INC*
29	TEAGUE NALL AND PERKINS INC
30	TERRACON*
31	VLK ARCHITECTS*
32	WISS JANEY ELSTNER ASSOCIATES INC
33	WRA ARCHITECTS*

* Denotes Previously Approved Firms

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel

SUBMITTED BY: F. Natividad/J. Pilgrim

BACKGROUND: On July 13, 2020, the Board approved the award of RFP #20-45-737 for the purchase of Campus and Department Printed Apparel. Ten (10) vendors were awarded (one vendor opted out) in order to supply the variety and customized needs of the District. The vendors awarded have provided satisfactory service and products in accordance with specifications, pricing and terms of the award. Purchases against this award are on an “as needed basis.” To ensure adequate opportunity for all vendors, competitive quotes will be obtained for purchases over \$1,000.00. The Administration recommends renewal of the award for an additional twelve (12) month term. The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This is the third and final year of three (3) annual renewal options.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated \$450,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends Renewal of RFP #20-45-737 for the Purchase of Campus and Department Printed Apparel.

RECOMMENDED BOARD ACTION: I recommend that the Board Approve Renewal of RFP #20-45-737 for the Purchase of Campus and Department Printed Apparel.

Additional Agenda Sheets Attached: Yes No

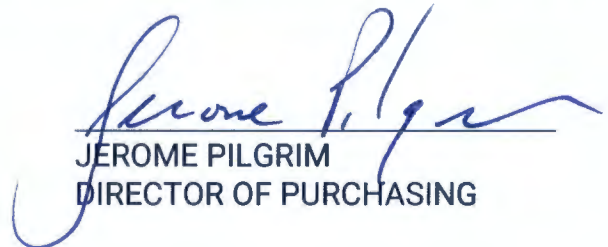
AGENDA SHEET

Meeting Date: 7/17/2023

Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel

Recommended Vendor(s)	See Exhibit A
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	Third and Final Renewal option of three (3) additional one (1) year terms
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Jerome Pilgrim dated June 29, 2023
2. Exhibit A – Awarded Vendors



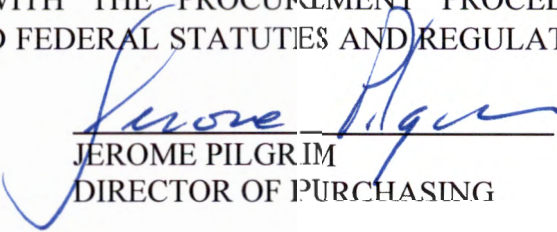
PURCHASING AWARD RECOMMENDATION

DATE: June 29, 2023
TO: Board of Trustees
Magda Hernandez, Superintendent of Schools
FROM: Jerome Pilgrim, Director of Purchasing
SUBJECT: Recommendation: Approval of the Renewal of Award for Request for Proposal (RFP) #20-45-737 for the Purchase of Printed Apparel

I recommend the Board renew RFP #20-45-737 for the purchase of Campus and Department Printed Apparel. Ten (10) vendors were awarded in order to supply the variety and customized needs of the District. One (1) vendor, Jukebox Promotions, opted out due to lack of staff to respond to numerous quote requests. All vendors awarded have provided satisfactory service and products in accordance with specifications, pricing and terms of the award. Last year, to expedite the quote process, Purchasing raised the per order bid threshold from \$300.00 to \$1,000.00. The list below reflects the current year’s spend report per vendor from August 1, 2022 to current. A portion of the funds listed below are from Student Activity Accounts. Recommendation is made to approve renewal of the award for the third and final of three (3) annual renewal options. The term of the approval will be from August 1, 2023 to July 31, 2024.

Clever Items	\$ 3,399.00
DFW Impression	\$ 31,042.00
Finishline Prints	\$180,014.00
Gandy Ink	\$ 56,023.00
Graphic Wear	\$ 4,525.00
Groggy Dog Sportswear & Graphic	\$ 2,939.00
Horizon Imprinting	\$ 82,485.00
MGM Printing Services	\$ 15,237.00
Proforma A-Z Specialties	\$ 15,135.00
TOTAL	\$380,799.00

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



JEROME PILGRIM
DIRECTOR OF PURCHASING

Awarded Vendors
(Alphabetical)

RFP #20-45-737 – Printed Apparel

Clever Items	Arlington, Texas
DFW Impression	Ft. Worth, Texas
Finishline Prints	Irving, Texas
Gandy Ink	San Angelo, Texas
Graphic Wear	Irving, Texas
Groggy Dog Sportswear & Graphic	Denton, Texas
Horizon Imprinting	Irving, Texas
MGM Printing Services Inc	Richland Hills, Texas
Proforma A-Z Specialties	Duncanville, Texas
Jukebox Promotional**	Richardson, Texas

** Jukebox Promotional opted out of award due to lack of staff to respond to numerous quote requests.

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of Award for Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment

SUBMITTED BY: F. Natividad/O. Rosenberger/J. Pilgrim

BACKGROUND: On June 21, 2023, Irving ISD received eight (8) proposals in response to (RFP) #23-60-916 for the purchase of Large Kitchen Equipment. The proposals were evaluated, and all vendors proposals were found to comply with the minimum requirements that were outlined in the Request for Proposal. Therefore, all vendors are recommended for award. (Refer to exhibit A) The multiple vendor award will provide a variety of large kitchen equipment on an “as needed” basis district wide. The award is for one (1) year term with the districts option to renew for three (3) additional 12-month periods, not to exceed four (4) years.

FUNDING SOURCE: Food and Nutrition Services Funds

COSTS: To be determined by actual purchases

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Approve the Award of Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment to the recommended vendors.

RECOMMENDED BOARD ACTION: I move that the Board Approve the Award of RFP #23-60-916 for the Purchase of Large Kitchen Equipment to the recommended vendors.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 7/17/2023

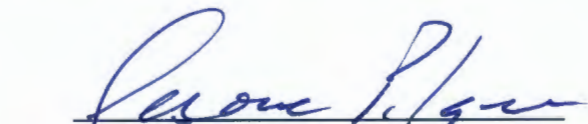
Topic: Consider Approval of Award for Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment

Recommended Vendor(s)	Exhibit A
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) 12-month periods, not to exceed four (4) years.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



FERNANDO NATIVIDAD
CHIEF FINANCIAL OFFICER



JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Olga Rosenberger dated June 26, 2023
2. Memo from Jerome Pilgrim dated July 6, 2023
3. Exhibit A – Recommended Vendors

MEMO

DATE: June 26, 2023

TO: Jerome Pilgrim, Director of Purchasing

FROM: Olga Rosenberger, Executive Director of Student Nutrition and Extended School Programs

CC: Fernando Natividad, Chief Financial Officer

RE: Consider Approving the Award of Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment

We are requesting the Irving ISD Board of Trustees to approve the award of RFP #23-60-916 for purchase of Large Kitchen Equipment. The scope of this Request For Proposal includes purchasing and replacing large kitchen equipment at various cafeterias and district locations as needed. Award of RFP #23-60-916 will allow for the timely replacement of outdated or inoperable equipment to better support the preparation of meals for students and additional customers.

In response to RFP #23-60-916 for Purchase of Large Kitchen Equipment, the district received proposals from eight (8) vendors. Following the evaluation of the proposals and a thorough analysis by Food and Nutrition Services and Purchasing Department, all vendor proposals were found to comply with the minimum requirements that were outlined in the Request for Proposal. Therefore, all vendors are recommended for award.

Estimated Purchases for SY 23-24: To be determined by actual purchases

Food and Nutrition Services will provide funding.

PURCHASING AWARD RECOMMENDATION

To: Board of Trustees,
Magda Hernandez, Superintendent of Schools

From: Jerome Pilgrim, Director of Purchasing

Date: July 6, 2023

Subject: Recommendation: Approve Award of Request for Proposal (RFP) #23-60-916 for Purchase of Large Kitchen Equipment

Purchasing concurs with the recommendation from the Food and Nutrition Department to Award RFP #23-60-916 for the purchase of Large Kitchen Equipment to the vendors noted below.

On May 2, 2023, the District issued the Request for Proposals (RFP) #23-60-916 and on June 21, 2023, received eight (8) proposals from the following vendors.

Recommended Vendors
Ace Mart Restaurant Supply
Douglas Equipment
Jean's Restaurant Supply
National Wholesale Supply
Pasco Brokerage, Inc.
Pueblo Hotel Supply
Strategic Equipment Supply
Supreme Fixture Co., Inc.

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(LOCAL).

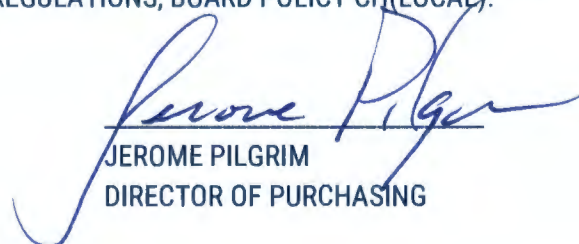

JEROME PILGRIM
DIRECTOR OF PURCHASING

EXHIBIT A

Recommended Vendors

RFP #23-60-916

Large Kitchen Equipment

Vendors (Alphabetical)

- 1 Ace Mart Restaurant Supply
- 2 Douglas Equipment (Douglas Food Stores)
- 3 Jean's Restaurant Supply (TARI INC)
- 4 National Wholesale Supply Inc
- 5 Pasco Brokerage, Inc.
- 6 Pueblo Hotel Supply
- 7 Strategic Equipment, LLC
- 8 Supreme Fixture Co. INC.

ACTION ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-65-737 and #22-65-737(A) for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals

SUBMITTED BY: A. Gomez/L. Rosado

BACKGROUND: On July 25, 2022, the Board approved the Award of (RFP) #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. On July 3, 2023, the District received responses from seven (7) vendors in response to supplemental (RFP) #22-65-737(A) for Onsite Campus Instructional Programs and Campus Equipment Rentals. The vendors recommended qualify to provide additional vendors for programs such as Bullying Education, Drugs, Alcohol, and Tobacco Prevention, PSAT/SAT Seminars, Student Bilingual and Multi-Cultural Education, and various Education Programs related to Reading, Language Arts, Writing, Science, and Math. Additionally, the vendors will provide rental equipment for the schools that include mobile food and beverage trucks, bounce houses, concession rental, and party and props rental equipment.

The multiple source award will ensure that the district receives discounted and competitive pricing as well as provide availability of sufficient vendors. The award is for one (1) year, with the option to renew for five (4) additional twelve (12) month periods.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated \$200,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #22-65-737 and RFP #22-65-737(A) for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals for one (1) year with the option to renew for four (4) additional twelve (12) month periods.

RECOMMENDED BOARD ACTION: I move the Board Approve the Renewal of Award of RFP #22-65-737 and RFP #22-65-737(A) for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals.

Additional Agenda Sheets Attached: Yes No

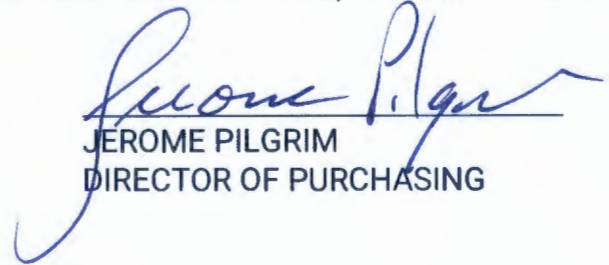
AGENDA SHEET

Meeting Date:7/17/2023

Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-65-737 and #22-65-737(A) for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals

Recommended Vendor(s)	See Exhibit A
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	One year with the option to renew for four (4) additional twelve (12) month periods
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Jerome Pilgrim dated July 3, 2023
2. Exhibit A - Recommended and Awarded Vendors

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: July 3, 2022

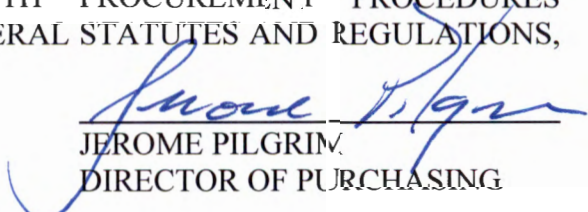
Subject: Recommendation: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-65-737 and #22-65-737A for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals

On July 25, 2022, the Board approved the Award of (RFP) #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. On July 3, 2023, the District received responses from seven (7) vendors in response to supplemental (RFP) #22-65-737(A) for Onsite Campus Instructional Programs and Campus Equipment Rentals.

The vendors have been evaluated in accordance with the specifications and scope of services and all were found to comply. The services covered by these vendors include Bullying Education, Drugs, Alcohol, and Tabaco Prevention, PSAT/SAT Seminars, Student Bilingual and Multi-Cultural Education, and various education Programs related to Reading, Language Arts, Writing, Science and Math. Additionally, the vendors will provide rental equipment for the schools that include mobile food and beverage trucks, bounce houses, concession rental, and party and props rental equipment and many others to provide services to meet the needs of our children and support our staff.

Purchasing recommends approval of the award. The estimated amount recommended for award is \$200,000 annually.

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



JEROME PILGRIM,
DIRECTOR OF PURCHASING

EXHIBIT A

Recommended and Awarded Vendors

RFP #22-65-737(A) Purchase of Onsite Instructional Programs and Campus Equipment Rentals

Recommended Vendors (Alphabetical)

- 1 Danny Campbell Photography
- 2 Kona Ice North Grand Prairie
- 3 One Belief Organization
- 4 Pinagraph
- 5 Pure Joy Photo Booth
- 6 Travelin Tom's Coffee of Grapevine
- 7 Tutorfly Holdings Inc

RFP #22-65-737 Purchase of Onsite Instructional Programs and Campus Equipment Rentals

Awarded Vendors (Alphabetical)

- 1 Aire Designs of Texas (Billie L Glanzer Inc)
- 2 All About Animals, LLC
- 3 Barrel O Monekeys Party Rentals
- 4 Big Daddy Music
- 5 Blip N Time (GloCor LLC)
- 6 Card My Yard Irving (Celebration Creations LLC)
- 7 Classic moments 360
- 8 Country Critters Farm, LLC
- 9 Diamond Kean, LLC dba SLC
- 10 DJ- A.Ven (Ashley Ventura)
- 11 Happy Trails Rail
- 12 Infinite

EXHIBIT A

Recommended and Awarded Vendors

- 13 Just Say Yes (Yout Equiped to Succeed)
- 14 National Inventors Hall of Fame
- 15 Red Photo Booths
- 16 Snapshot Mediaworks (Kersman Holdings LLC)
- 17 Space Walk of North Fort Worth (North Texas Party Rentals, LLC)
- 18 Wholegrooves

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Professional Services

SUBMITTED BY: R. Bayer/L. Rosado

BACKGROUND: On July 27, 2020, the Board of Trustees Approved the Award of Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Services. The Special Education Department has stated that the Thirty-one (31) awarded vendors have provided satisfactory service in accordance with the specifications and scope of services. The services are used to meet student needs when no in-district expertise is available (example: audiological services, vision services, low incident disabilities identification, translation services, program needs assessment, etc.).

The original award was for one (1) year, with the option to renew for three (3) additional twelve (12) month periods. This is the third and final year of three (3) annual renewal options.

FUNDING SOURCE: Various Federal and Local Fund

COSTS: Estimated \$225,000.00 Annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award for Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Professional Services.

RECOMMENDED BOARD ACTION: I move the Board Approve the Renewal of Award of RFP #20-44-884 for the Purchase of Special Education Services.

Additional Agenda Sheets Attached: Yes No


AGENDA SHEET

Meeting Date: 7/17/2023

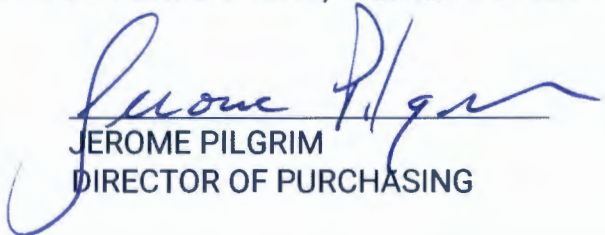
Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #20-44-884 for the Purchase of Special Education Professional Services

Recommended Vendor(s)	See Exhibit A
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	Third and final year of three (3) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



ROBIN BAYER
CHIEF LEARNING OFFICER



JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Memo from Robin Bayer dated June 6, 2023
2. Memo from Jerome Pilgrim dated June 7, 2023
3. Exhibit A - Awarded Vendors



To: Jerome Pilgrim, Director of Purchasing
From: Robin Bayer, Chief Learning Officer
Date: June 6, 2023
Subject: Renewal of Award of RFP #20-44-884 Special Education Services

The Special Education Department is recommending the approval Renewal of Award of RFP #20-44-884 for necessary services that will be provided by multiple vendors to Irving ISD students when services cannot be provided by district staff. The RFP #20-44-884 also includes vendors who will provide on-going staff development school personnel.

Services offered include Educational Consultants with expertise in behavior and instructional improvement, licensed therapists, and many others who will provide services to meet the needs of our students and staff.

It is anticipated that the district will not exceed \$225,000 annually in total. The funds used to contract these services will come from Federal and local funds.

PURCHASING AWARD RECOMMENDATION

From: Jerome Pilgrim
Director of Purchasing

To: Board of Trustees
Magda Hernandez,
Superintendent of Schools

Date: June 7, 2023

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

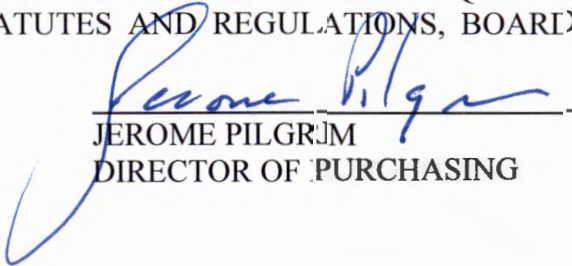
Thirty-one (31) vendors were awarded on July 27, 2021, for RFP #20-44-884 for the Purchase of Special Education Services.

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

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

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

TO THE BEST OF MY KNOWLEDGE, THE RECOMMENDED VENDOR PROVIDES THE BEST VALUE FOR THE DESCRIBED SERVICES. I FURTHER CERTIFY THE ADMINISTRATION HAS COMPLETED 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 (Alphabetical)

RFP #20-44-884 SPECIAL EDUCATION PROFESSIONAL SERVICES

1. 360 Degree Customer Inc.
2. Advanced School Staffing (Advanced Medical Personnel Services, LLC)
3. Cobb Pediatric Speech Services LLC
4. Cross Country Education (Cross Country Staffing, New Mediscan LLC)
5. Dionna Latimer-Hearn Speech Pathology & Educational Consulting
6. EDU Healthcare, LLC
7. Healthpro Pediatrics, LLC
8. Heather Towell
9. Invo Healthcare Associates, LLC.
10. Jargon Group, LLC
11. Jewell Educational Services
12. Kathy Hoes
13. LATT Evaluations and Services, PLLC (La Shaun Arzu, PLLC)
14. LeTourneau & Associates, LLC
15. Maxim Healthcare Staffing Services, Inc.
16. Orange Tree Staffing, LLC
17. Paramount Educational Evaluation & Consulting Service, LLC
18. Pediatric Developmental Services (The Therapy Spot)
19. Pediatric Therapy Associates
20. Positive Behavior Supports Corp
21. Rethink Autism, Inc.
22. Soliant Health
23. STAAR-Alt Helper
24. Stephanie Robinson
25. Sunbelt Staffing, LLC
26. Supplemental Health Care
27. The Helm ABA (Sara Feldman)
28. Therapia Staffing LLC
29. TouchMath LLC (TouchMath Acquisition LLC)
30. Translation and Interpretation Network
31. University of TX at Dallas Callier Center for Communication Disorders

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-50-914 and Other Cooperative Contracts for the Purchase of District Vehicles

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On July 25, 2022, the Board approved the Award of RFP #22-50-914 for the purchase of District Vehicles. The awarded vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award. The Board also approved the request for approval to purchase available vehicles from approved Purchasing Cooperatives and Interlocal vendors to expedite the purchase of available vehicles. The original award was for one (1) year with the District's option to renew for three (3) additional twelve (12) month periods. This is the first year of the three (3) annual renewal options.

FUNDING SOURCE: Local Funds

COSTS: To be determined by actual purchases

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Renewal of RFP #22-50-914 and Other Cooperatives for the Purchase of District Vehicles

RECOMMENDED BOARD ACTION: I Move the Board Approve the Renewal of RFP #22-50-914 and Other Cooperatives for the Purchase of District Vehicles

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

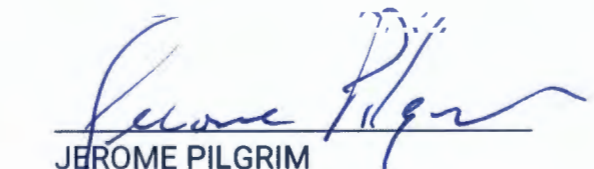
Meeting Date: 7/17/2023

Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-50-914 and Other Cooperative Contracts for the Purchase of District Vehicles

Awarded Vendor(s)	Caldwell Country Chevrolet and Grapevine DCJ, Inc. Additional Vendors using Approved Purchasing Cooperative and Interlocal Contracts
Contract Type (e.g. Co-op, RFP)	RFP and Co-op
Contract Term or One Time Purchase	Second of three (3) annual renewal year options
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


 ANDRE SMITH
 CHIEF OF ADMINISTRATIVE SERVICES


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

Attachments:

1. Memo from Sammy Andrews dated July 26, 2023
2. Memo from Jerome Pilgrim dated July 6, 2023



MEMO

DATE: June 26, 2023

TO: Jerome Pilgrim
Director of Purchasing

FROM: Sammy Andrews
Director of Facility Services

CC: Andre Smith
Chief of Administrative Services

RE: Recommendation for Renewal of Award of RFP #22-50-914 for the Purchase of District Vehicles

It is the recommendation of the Irving ISD (IISD) Facilities Department that the IISD Board of Trustees accept the request to renew of the award of RFP #22-50-914 of vendors Caldwell Country Chevrolet and Grapevine DCJ, LLC for the purchase of District vehicles.

The delivery is estimated in the 2024 school year. FY24 funds and beyond will be used to execute purchases from the awarded contract(s).

Additionally, the department reserves the right to purchase vehicles from awarded cooperative vendors for products unavailable during the 2023-24SY.

A handwritten signature in blue ink that reads "Sammy Andrews". The signature is written in a cursive style and is positioned above a horizontal line.

Sammy Andrews
Director of Facility Services

Date: July 6, 2023

TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approval of Renewal of Award of Request for Proposal (RFP) #22-50-914 and Other Cooperatives for the Purchase of District Vehicles**

Purchasing concurs with the recommendation from the Facilities Department to renew the award RFP #22-50-914 and Other Cooperatives for the Purchase of District Vehicles.

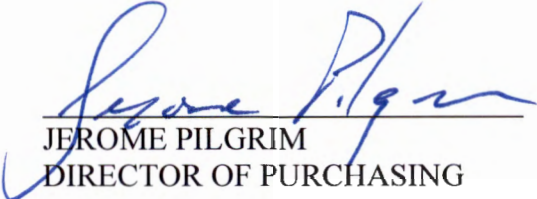
Awarded Vendors include:

- Caldwell Country Chevrolet
- Grapevine DCJ, LLC

The awarded vendors have provided satisfactory products and services in accordance with the specifications of the RFP.

The ability to purchase vehicles from vendors awarded via purchasing cooperatives, will ensure the District can provide the necessary vehicles to meet the needs of the District during the industry inventory shortages. The mixture of multiple vendors will provide the District with a variety of vendors to meet the needs in the District.

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

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department, Including RFP #22-81-914 for the Purchase of LED Gym Lighting, RFP #20-55-914 and RFP #22-83-914 for the Purchase of HVAC Parts, Equipment and Services, and RFP #22-84-914 for the Purchase of Skilled Crafts and Trades

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On July 25, 2022, the Board approved the awards of several RFP's for the Facility Services Department. The awarded vendors have provided satisfactory service and products. Therefore, we request renewal of the following awards:

Renewal of RFP #22-81-914 for LED Gym Lighting. It is the first of three (3) annual renewal options. (Refer to Exhibit A)

Renewal of Award of RFP #22-83-914 for HVAC Maintenance, Repair, Installation and Related Services. It is the first of three (3) annual renewal options. (Refer to Exhibit B)

Renewal of RFP #20-55-914 for HVAC Parts and Equipment. It is the final of three (3) annual renewal options. (Refer to Exhibit B)

Renewal of RFP #22-84-914 and Award of RFP #22-84-914(A) Supplemental for Skilled Crafts and Trades. Following evaluation, four (4) vendors were found to be in compliance, therefore, all vendors are recommended for award and previously awarded vendors are recommended for renewal. It is the first of three (3) annual renewal options. (Refer to Exhibit C)

FUNDING SOURCE: Local and Federal Funds

COSTS: To be determined by actual Maintenance needs

ADMINISTRATIVE RECOMMENDATION: The Administration recommend the Board Approve the Renewal of RFP #20-55-914 and RFP #22-83-914 for HVAC Parts and Services, RFP #22-81-914 for LED Gym Lighting and Award and Renewal of RFP #20-84-914(A) for Skilled Crafts and Trades

RECOMMENDED BOARD ACTION: I move that the Board approve the Renewal of RFP #20-55-914 and RFP #22-83-914 for HVAC Parts and Services, RFP #22-81-914 for LED Gym Lighting and Award and Renewal of RFP #22-84-914(A) for Skilled Crafts and Trades

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 7/17/2023


Topic: Consider Approval of the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department, Including RFP #22-81-914 for the Purchase of LED Gym Lighting, RFP #20-55-914 and RFP #22-83-914 for the Purchase of HVAC Parts, Equipment and Services, and RFP #22-84-914 for the Purchase of Skilled Crafts and Trades

Recommended Vendor(s)	See Exhibits A, B and C
Contract Type (e.g. Co-op, RFP)	RFP
Contract Term or One Time Purchase	One (1) year with the option to renew for thee (3) additional one-year options.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



 ANDRE SMITH
 CHIEF OF ADMINISTRATIVE SERVICES



 JEROME PILGRIM
 DIRECTOR OF PURCHASING

Attachments:

1. Memo from Dr. Andre Smith dated June 29, 2023
2. Memo from Jerome Pilgrim dated July 6, 2023
3. Exhibit A – Awarded Vendors RFP 21-81-914 LED Gym Lighting
4. Exhibit B – Awarded Vendors RFP 20-55-914 & 22-83-914 HVAC Parts & Svc.
5. Exhibit C – Awarded & Recommended Vendors RFP 22-84-914(A) Skilled Crafts & Trades



MEMO

DATE: June 29, 2023

TO: Jerome Pilgrim
Director of Purchasing

FROM: Andre Smith, Chief of Administrative Services

RE: Recommendation of Award and Renewal for Various Request for Proposals (RFP)

It is the recommendation of the Irving ISD (IISD) Facilities Department that the IISD Board of Trustees accept and approve the Award and Renewal for the purchase of various goods and services as noted below:

1. Renewal of RFP #22-81-914 for the purchase of LED Gym Lighting to the top three ranked vendors. (Refer to Exhibit A of Agenda)
2. Renewal of RFP #20-55-914 for the purchase of HVAC Parts and Equipment (Refer to Exhibit B of Agenda)
3. Renewal of RFP #22-83-914 for the purchase of HVAC Maintenance, Repair and Related Services to the fifteen (15) responsive vendors. (Refer to Exhibit B of Agenda)
4. Renewal and Award of RFP #22-84-914 and RFP #22-84-914(A) for the purchase of Skilled Crafts and Trades Services to the thirty-three (33) awarded vendors and four (4) recommended vendors. (Refer to Exhibit C of Agenda)

We are requesting the recommended vendors be approved to provide the District various options to support any as needed services.

A handwritten signature in blue ink, appearing to read "Andre Smith".

Andre Smith Ed.D
Chief of Administrative Services

Date: July 6, 2023
TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools
FROM: Jerome Pilgrim, Director of Purchasing
SUBJECT: **Recommendation: Approval of Award of Various Request for Proposals (RFP) for the Facilities Department**

Purchasing concurs with Facilities for the renewal of RFP #22-81-914 for LED Gym Lighting, RFP #22-83-914 for HVAC Maintenance, #20-55-914 for HVAC Parts and Equipment and Repair Services and RFP #22-84-914 and RFP #22-84-914(A) Supplement for Skilled Crafts and Trade Services to the awarded vendors and award to four (4) recommended vendors. They stated that the vendors have provided satisfactory products and services.

The recommended vendors will be utilized primarily by the Facilities Maintenance Department for various projects throughout the District on an 'as needed' basis. The services include but are not limited to LED Gym Lighting repairs and upgrades at all campuses, HVAC maintenance, repair, installations, upgrades and equipment and Skilled Craft and Trade services for routine preventative maintenance on District vehicles, millwork, sheet metal fabrication, collision repair and signage. The mixture of multiple vendors will provide the District with a variety of vendors for maintenance and repair services for various needs in the District.

Purchasing concurs with the recommendation from the Facilities Department to award RFPs.

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).

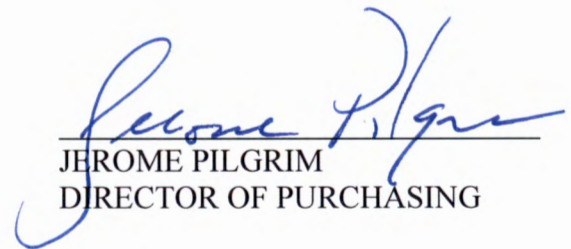

JEROME PILGRIM
DIRECTOR OF PURCHASING

EXHIBIT A

Awarded Vendors

RFP #22-81-914 LED Gym Lighting

Vendors (Ranking)

- 1 Voss Lighting
- 2 Denali CS
- 3 WLS Lighting Systems, Inc

EXHIBIT B

Awarded Vendors

RFP #22-83-914 HVAC Services

Vendors (Alphabetical)

- 1 Acumen Enterprises, Inc.
- 2 Assured Comfort Services
- 3 Assured Mechanical Solutions
- 4 ATCO EnviroAir Testing Engineers
- 5 Bartos Industries
- 6 Berger Engineering Company
- 7 Century Mechanical Contractors
- 8 CMS Mechanical Contractors
- 9 Denali CS
- 10 Evolution Mechanical, LLC
- 11 HTS Texas
- 12 Infinity Contractors Int'l, LTD
- 13 ProToCall
- 14 Texas AirSystems
- 15 Trane US

RFP #20-55-914 HVAC Parts & Equipment

Vendors (Alphabetical)

- 1 ACIS, Inc.
- 2 Bartos Industries
- 3 CMS Mechanical Contractors
- 4 Filter Systems
- 5 Temperature Control Systems, Inc.
- 6 Trane US

EXHIBIT C

Awarded Vendors

RFP #22-84-914 Skilled Crafts and Trades

Vendors (Alphabetical)

- 1 AimGraphics
- 2 Amon Welding Construction, LLC
- 3 Assured Comfort Services (Innovation HVAC Services, LLC)
- 4 Cates Construction Services
- 5 Century Mechanical Contractors, Inc.
- 6 CMS Mechanical Services, Inc. (CBS Mechanical Services, Inc)
- 7 Colden Hot Services
- 8 Davis Crane Service
- 9 Denali CS
- 10 Director's Choice Tour and Travel
- 11 Ed Brown Distributors (Signature Services Corp)
- 12 E-Logic, Inc.
- 13 Exserve Facility Services, Inc.
- 14 Eyeful Art Murals and Designs
- 15 Fort Worth Window Cleaning, Inc.
- 16 Gomez Floor Covering, Inc.
- 17 Green Planet, Inc.
- 18 Industrial Power, LLC
- 19 JJ Red Commercial Roofing
- 20 Kwik Kar Lube N Tune
- 21 North Texas Crane Services, Inc.
- 22 Pro To Call
- 23 Real Network Services, Inc.
- 24 Rent a Crate Enterprises, LLC
- 25 Rescue Restoration
- 26 Rick's Car Care # 2 (CCI Reeds Car Care)
- 27 Sam Pack's Five Star Ford
- 28 Sanus Solutions
- 29 Select Millwork, Inc.
- 30 Star Roofing and Sheet Metal (M&H Roofing and Sheet Metal, Inc)
- 31 Strategic Equipment, LLC
- 32 TFP Green Builders, LLC
- 33 Westway Ford

EXHIBIT C

Awarded Vendors

RFP #22-84-914(A) Skilled Crafts and Trades (Supplement)

Recommended Vendors (Alphabetical)

- 1 Benchmark Signs
- 2 BW Collision
- 3 DCI Auto Glass, LLC
- 4 Whaley Foodservice, LLC

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-99-926 for the Purchase of School Bus Parts, RFP #22-100-926 for the Purchase of School Bus Maintenance and Repairs, and RFP #22-104-926 for the Purchase of Alternative Student Transportation Services

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On July 25, 2022, the Board approved the awards of several RFP's for the Transportation Department. The awarded vendors have provided satisfactory service and products. Therefore, we request renewal of the following awards:

Renewal of RFP #22-99-926 for School Bus Parts. It is the first of three (3) annual renewal options. (Refer to Exhibit A)

Renewal of Award of RFP #22-100-926 for School Bus Maintenance and Repairs. It is the first of three (3) annual renewal options. (Refer to Exhibit A)

Renewal of RFP #22-104-926 for Alternative Student Transportation Services. It is the first of three (3) annual renewal options. (Refer to Exhibit A)

Purchasing concurs with the recommendation from Transportation to renew these awards for an additional 12-month period.

FUNDING SOURCE: Local and Federal Funds

COSTS: Estimated Amount determined by actual Transportation needs

ADMINISTRATIVE RECOMMENDATION: The Administration recommend the Board Approve the Renewal of RFP #22-99-926 for School Bus Parts, RFP #22-100-926 for School Bus Maintenance and Repairs, and RFP #22-104-926 for Alternative Student Transportation Services.

RECOMMENDED BOARD ACTION: I move that the Board approve the Renewal of RFP #22-99-926 for School Bus Parts, RFP #22-100-926 for School Bus Maintenance and Repairs, and RFP #22-104-926 for Alternative Student Transportation Services.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 7/17/2023

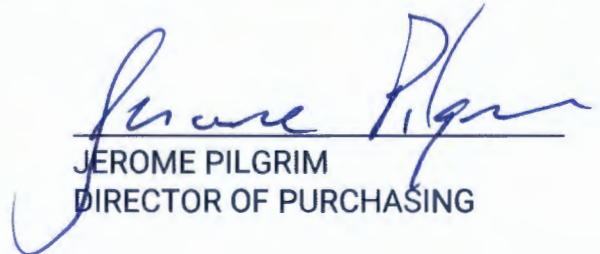
Topic: Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-99-926 for the Purchase of School Bus Parts, RFP #22-100-926 for the Purchase of School Bus Maintenance and Repairs, and RFP #22-104-926 for the Purchase of Alternative Student Transportation Services

Recommended Vendor(s)	See Exhibit A
Contract Type (e.g. Co-op, RFP)	RFP
Contract Term or One Time Purchase	One (1) year with the option to renew for thee (3) additional one-year options.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



ANDRE SMITH
CHIEF OF ADMINISTRATIVE SERVICES



JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Dr. Andre Smith dated June 29, 2023
2. Memo from Jerome Pilgrim dated July 6, 2023
3. Exhibit A – Awarded Vendors



MEMO

DATE: June 29, 2023

TO: Jerome Pilgrim
Director of Purchasing

FROM: Andre Smith, Chief of Administrative Services

RE: Recommendation of Renewal for Various Request for Proposals (RFP) for Transportation Department

It is the recommendation of the Irving ISD (IISD) Transportation Department that the IISD Board of Trustees accept and approve the Renewal for the purchase of various goods and services as noted below:

1. Renewal of RFP #22-99-926 for the purchase of School Bus Parts. (Refer to Exhibit A of Agenda)
2. Renewal of RFP #22-100-926 for the purchase of School Bus Maintenance and Repairs (Refer to Exhibit A of Agenda)
3. Renewal of RFP #22-104-926 for the purchase of Alternative Student Transportation Services. (Refer to Exhibit A of Agenda)

We are requesting the awarded vendors be renewed to provide the District various options to support any as needed services for the Transportation Department.

A handwritten signature in blue ink, appearing to read "Andre Smith".

Andre Smith Ed.D
Chief of Administrative Services

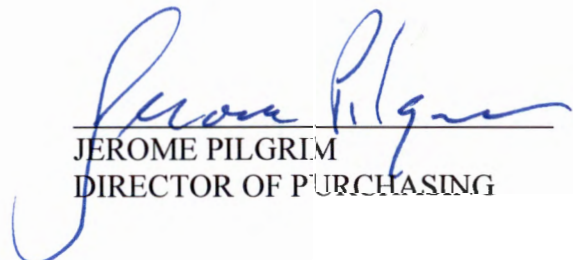
Date: July 6, 2023
TO: Board of Trustees,
Magda Hernandez, Superintendent of Schools
FROM: Jerome Pilgrim, Director of Purchasing
SUBJECT: **Recommendation: Approval of Award of Various Request for Proposals (RFP) for the Transportation Department**

Purchasing concurs with Transportation for the renewal of RFP #22-99-926 for School Bus Parts, RFP #22-100-926 for School Bus Maintenance and Repairs, and RFP #22-104-926 for Alternative Student Transportation Services to the awarded vendors. They stated that the vendors have provided satisfactory products and services.

The recommended vendors for RFP #22-99-926 and #22-100-926 will be utilized primarily by the Transportation Department to maintain and repair on an 'as needed' basis the fleet of District school buses. The services include but are not limited to the purchase of parts for the shop to make repairs in-house as well as maintenance and repairs to buses at the vendor's facilities for larger jobs. In addition, RFP #22-104-926 for Alternative Student Transportation services, will allow for vendors to assist the Transportation Department in providing necessary transportation to many of the District McKinney-Vento students as well as other groups such as Special Education. The mixture of multiple vendors for these awards will provide the District with a variety of vendors for parts, maintenance and repair services, and alternative transportation to help meet all the needs in the District.

Purchasing concurs with the recommendation from the Transportation Department to renew the award of RFPs.

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 #22-99-926 Purchase of School Bus Parts

Vendors (Alphabetical)

- 1 American Tire Distributors
- 2 Buck's Wheel & Equipment
- 3 Capital Filtrations
- 4 Creative Bus Sales
- 5 Cummins Sales and Service
- 6 Southern Tire Mart
- 7 Southwest International Truck

RFP #22-100-926 School Bus Maintenance & Repair Services

Vendors (Alphabetical)

- 1 Buck's Wheel & Equipment
- 2 Creative Bus Sales
- 3 DCI Auto Glass
- 4 Sam Pack's Five Star Ford
- 5 Southern Tire Mart
- 6 Southwest International Truck

RFP #22-104-926 Alternative Student Transportation Services

Vendors (Alphabetical)

- 1 ALC Schools
- 2 HopSkipDrive
- 3 Zum Services

CONSENT AGENDA ITEM – BIDS
7/17/2023

TOPIC: Consider Approval of Award for Request for Proposal (RFP) #23-65-914 for the Purchase and Installation of Access Control Door Readers

SUBMITTED BY: A. Smith/L. Rosado

BACKGROUND: On June 21, 2023, Irving ISD received five (5) proposals in response to (RFP) #23-65-914 for the Purchase and Installation of Access Control Door Readers. Following Evaluation of the Proposals, McKinney Security Systems was determined to offer the best solution, meeting the scope and specifications of the requirements. The award will add Access Control Door Readers for the Security of the District Campuses. The estimated purchase price is \$1,094,843.00. The District request that the Board approve an additional contingency amount of \$405,157 for additional equipment and services not covered in the initial purchase. The award is for one (1) year term with the districts option to renew for three (3) additional 12-month periods, not to exceed four (4) years.

FUNDING SOURCE: Grant Funds

COSTS: Not to exceed \$1,500,000.00

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends the Board Approve the Award of Request for Proposal (RFP) #23-65-914 for the Purchase and Installation of Access Control Door Readers to McKinney Security Systems.

RECOMMENDED BOARD ACTION: I move that the Board Approve the Award of RFP #23-65-914 for the Purchase and Installation of Access Control Door Readers to McKinney Security Systems.

Additional Agenda Sheets Attached: Yes No

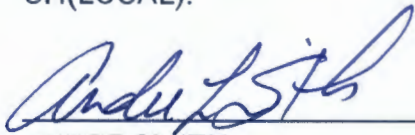
AGENDA SHEET

Meeting Date: 7/17/2023

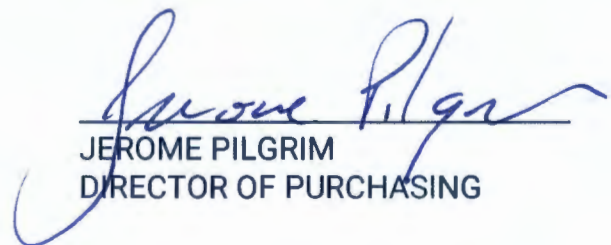
Topic: Consider Approval of Award for Request for Proposal (RFP) #23-65-914 for the Purchase and Installation of Access Control Door Readers

Recommended Vendor(s)	McKinney Security Systems
Contract Type (e.g. Co-op, RFP)	Request for Proposal
Contract Term or One Time Purchase	One (1) year with the option to renew for three (3) additional 12-month periods
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



ANDRE SMITH
CHIEF OF ADMINISTRATIVE SERVICES



JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Kevin Dodge dated June 29, 2023
2. Memo from Jerome Pilgrim dated July 1, 2023
3. Evaluation Scoring Summary

To: Jerome Pilgrim, Director of Purchasing

Through: Andre Smith, Chief of Administrative Services

From: Kevin Dodge, Director of Safety and Security

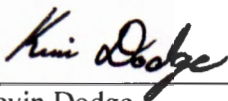
Date: June 29, 2023

SUBJECT: Recommendation for Award of Irving ISD RFP #23-65-914 Purchase, Installation of Access Control Door Readers

The Safety and Security Department recommends that RFP #23-65-914 Purchase, Installation of Access Control Door Readers be awarded to McKinney Security Systems not to exceed \$1,500,000.00.

Bid proposals were received from six contractors. Following evaluation of the proposals by district personnel, McKinney Security Systems ranked highest in the areas of meeting the scope, timeline and specifications of the project.

I, Kevin Dodge, Director of School Safety and Security, approve the results of the evaluation committee and recommend the award of RFP #23-65-914 Purchase, Installation of Access Control Door Readers to McKinney Security Systems.



Kevin Dodge

Director of School Safety and Security

PURCHASING AWARD RECOMMENDATION

To: Board of Trustees,
Magda Hernandez, Superintendent of Schools

From: Jerome Pilgrim, Director of Purchasing


Date: July 1, 2023

Subject: Recommendation: Approve Award of Request for Proposal (RFP) #23-65-914 for Purchase and Installation of Access Control Door Readers

Purchasing concurs with the recommendation from the Security Department to Award RFP #23-65-914 for the purchase and installation of Access Control Door Readers to McKinney Security Systems, as the vendor that provided the best solution.

Estimated award amount is: \$1,094,843.00 and the District request that the Board approve an additional contingency amount of \$405,157 for additional equipment and services not covered in the initial purchase. and not to exceed \$1,500,000.00 annually

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(LOCAL).



JEROME PILGRIM
DIRECTOR OF PURCHASING

RFP 23-65-914 - Purchase & Installation of Access Control Door Readers

Supplier	Rank	Score	Evaluation Factors					
			Purchase Price	Reputation of Vendor	Quality of Vendor's Goods and/or Services	Meets the Needs of the District	Vendor's past relationship with the District	Long-term Cost
		100	65.00	5.00	5.00	15.00	5.00	5.00
McKinney Security Systems	1	91.00	59.00	5.00	4.50	14.00	5.00	3.50
Siemens Industry, Inc	2	85.50	65.00	0.50	3.00	11.00	5.00	1.00
Proview Digital Security	3	84.00	64.00	1.50	1.50	12.50	2.00	2.50
Homeland Safety Systems, LLC	4	54.50	32.00	3.50	3.50	10.00	2.00	3.50
Digi Security Systems	5	52.00	34.00	3.00	0.50	10.00	2.00	2.50
Ideal Fire & Security	6	36.00	23.00	1.00	1.00	8.00	2.00	1.00
		67.17	46.17	2.42	2.33	10.92	3.00	2.33

ACTION ITEM
7/17/2023

TOPIC: Consider Approval of Final Reading of Revisions to Local Policies as Applicable Per TASB Update 120 to CB(Local), FNG(Local), and FO(Local)

SUBMITTED BY: Esther Kolni

BACKGROUND: TASB issued recommended updates to policies as part of Update 120 to CB(Local), FNG(Local), and FO(Local). These policy updates pertain to online posting of all federal grant applications submitted by the District, clarification of the District's student and parent grievance process, and updates to the District's student discipline policy to provide objective standards for appropriate uses of restraint. The departments reviewed the TASB recommendations and recommends the Board adopt all TASB recommended changes. In addition, School Leadership and Legal Services recommend the Board adopt the additional recommended departmental updates to policy FNG to better align with existing practice and to ensure that parent and student groups can be effectively heard under the District's grievance process. These policy updates were reviewed by the Policy Committee on May 15, 2023 and the Policy Committee joins the Administration in recommending these policy updates for approval.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approval of the final reading of revisions to local policies as applicable per TASB Update 120 and departmental updates to CB(Local), FNG(Local), and FO(Local).

RECOMMENDED BOARD MOTION: I move that the Board approves the final reading of revisions to local policies as applicable per TASB Update 120 and departmental updates to CB(Local), FNG(Local), and FO(Local).

Additional Agenda Sheets Attached: Yes No

Redline and Clean Versions of CB(Local), FNG(Local), and FO(Local)

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and Input

The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

Grants and Awards

The Superintendent shall be authorized to:

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

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In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; ~~and~~
3. Response to a nearby train derailment, as applicable; and
- ~~3.~~ Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Superintendent's
Authority**

~~The Superintendent shall have the authority to dismiss school for a part of a day or for longer periods of time, if necessary, in case of unusual or emergency situations. In the event such actions require the alteration of the annual school calendar, the Superintendent shall prepare recommendations to the Board for approval of a revised annual calendar as soon as practicable.~~

Students Retained

~~During actual emergency conditions, students and faculty shall be retained at the school buildings unless otherwise directed by the Superintendent. Buses will not be made available for transportation until authorized by the Superintendent or a designee, and Civil Defense vehicles, ambulances, firefighting units, police, and other authorized vehicles shall have priority in the vicinity of the school.~~

**Evacuation
Procedures**

~~The Superintendent or a designee shall design and implement a system to familiarize employees and students with evacuation procedures and shall ensure that evacuation diagrams are appropriately posted.~~

Drills

~~Principals shall conduct fire, tornado, or other emergency drills designed to assure the orderly movement of students and personnel to the safest areas available. Reports of drills shall be submitted to the Superintendent or designee on a regular basis as set by the Superintendent.~~

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints [within the scope of Section 504, including complaints](#) concerning identification, evaluation, or educational placement of a student with a disability, ~~within the scope of Section 504~~ shall be submitted in accordance with FB and the procedural safeguards handbook.
9. [Complaints within the scope of the Individuals with Disabilities Education Act, including complaints](#) ~~Complaints~~ concerning identification, evaluation, educational placement, or discipline of a student with a disability, ~~within the scope of the Individuals with Disabilities Education Act~~ shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with [the EF series](#).

DATE ISSUED:
~~15/18~~15/2023 10/8/2021
[UPDATE 120LDU 2021.05](#)

[Adopted:](#)

1 of 8

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

- 11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
- 12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
- 13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

DATE ISSUED:
~~15/18~~15/2023 10/8/2021
UPDATE 120LDU 2021.05

Adopted:

2 of 8

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including email and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. ~~SA-student or parents~~ shall

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~~10/8/2021~~
UPDATE 120LDU-2021-05

Adopted:

3 of 8

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more grievances are filed by the same student or parent (including grievances filed by the same student or parent group) and are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate or deny the amended grievance(s) and provide notice to the student or parent of such action.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents at the time of filing, copies shall be provided to the appropriate administrator at least two business days prior to the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference. Such documents shall be provided to the appropriate administrator at least two days prior to the Level Two hearing.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within five days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the administrator for campus operations pre-K–grade 12 to appeal the Level One decision. The appeal shall be limited to the issue and solution/remedy requested on the original complaint form.

The appeal notice must be filed in writing, on a form provided by the District, within five days of the date of the written Level One response or, if no response was received, within five days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.

DATE ISSUED:
~~15/18~~15/2023
10/8/2021
UPDATE 120LDU-2021-05

Adopted:

5 of 8

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

2. All other documents submitted by the student or parent prior to the Level One hearing.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level Two decision.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

DATE ISSUED:
~~15/1815/2023~~10/8/2021
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Adopted:

6 of 8

The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two, and those identified in the Level Three appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the student or parent did not receive the relief requested at Level Three or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board. The Board may require the grievant and/or the grievant's representative to appear in person for such presentation.

The Superintendent or designee shall provide the Board the record of the Level Three appeal. The student or parent may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing, the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]. The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the student, parent, or student's representative; any presentation from the administration; and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

DATE ISSUED:
~~15/18~~15/2023 10/8/2021
UPDATE 120LDU-2021-05

Adopted:

8 of 8

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including email and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One, Two, and Three, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Student or parents shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

When two or more grievances are filed by the same student or parent (including grievances filed by the same student or parent group) and are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate or deny the amended grievance(s) and provide notice to the student or parent of such action.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents at the time of filing, copies shall be provided to the appropriate administrator at least two business days prior to the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference. Such documents shall be provided to the appropriate administrator at least two days prior to the Level Two hearing.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within five days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Three following the procedure, including deadlines, for filing the complaint form at Level One. If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the administrator for campus operations pre-K–grade 12 to appeal the Level One decision. The appeal shall be limited to the issue and solution/remedy requested on the original complaint form.

The appeal notice must be filed in writing, on a form provided by the District, within five days of the date of the written Level One response or, if no response was received, within five days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent prior to the Level One hearing.
3. The written response issued at Level One and any attachments.

4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level Two decision.

After receiving notice of the appeal, the Level Two administrator shall prepare and forward a record of the Level Two appeal to the Level Three administrator. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the Level Two administrator in reaching the Level Two decision.

The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two, and those identified in the Level Three appeal notice. At the conference, the student or parent may provide information con-

cerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

Recordings of the Level One, Level Two, and Level Three conferences, if any, shall be maintained with the Level One, Level Two, and Level Three records.

Level Four

If the student or parent did not receive the relief requested at Level Three or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board. The Board may require the grievant and/or the grievant's representative to appear in person for such presentation.

The Superintendent or designee shall provide the Board the record of the Level Three appeal. The student or parent may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One record.
2. The Level Two record.
3. The notice of appeal from Level Two to Level Three.
4. The written response issued at Level Three and any attachments.
5. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing, the

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

administration intends to rely on evidence not included in the Level Three record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE] The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the student, parent, or student's representative; any presentation from the administration; and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three.

Note: ~~This local policy has been revised in accordance with the District's innovation plan.⁴~~

Campus Behavior Coordinator

~~The District has waived provisions in state law requiring that only one person at each campus be designated to serve as the campus behavior coordinator.~~

The District shall provide a safe and disciplined environment conducive to learning. Conduct or activity that is inimical to a safe and disciplined environment shall not be tolerated.

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be informed of the behavior that allegedly constitutes a violation and shall be given an opportunity to explain his or her version of the incident.
3. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
4. Disciplinary practices shall not have the effect of discriminating based on race, color, ethnicity, national origin, disability, or religion.
5. Accurate disciplinary records shall be maintained to establish the basis for a claim of discrimination or lack thereof.

Detention

For violations of the Student Code of Conduct or campus or classroom rules, a teacher or administrator may detain a student after

school hours on one or more days, as provided by the discipline management program and/or the Student Code of Conduct. The period of time for which a student is assigned to detention shall be used for educational purposes.

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

**Corporal
Punishment**

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, physically forced, or subjected to physical activity as a means of discipline for violations of the Student Code of Conduct.

**Local Law
Enforcement**

The District shall cooperate with local law enforcement agencies in maintaining a safe environment. [See GRA and GRAA]

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
- ~~3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.~~
- ~~4. Control an irrational student.~~
- ~~5.1. Protect property from serious damage.~~

~~A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]~~

⁴ Innovation Plan: <https://www.irvingisd.net/domain/440>

The District shall provide a safe and disciplined environment conducive to learning. Conduct or activity that is inimical to a safe and disciplined environment shall not be tolerated.

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

STUDENT DISCIPLINE

FO
(LOCAL)

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be informed of the behavior that allegedly constitutes a violation and shall be given an opportunity to explain his or her version of the incident.
3. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
4. Disciplinary practices shall not have the effect of discriminating based on race, color, ethnicity, national origin, disability, or religion.
5. Accurate disciplinary records shall be maintained to establish the basis for a claim of discrimination or lack thereof.

Detention

For violations of the Student Code of Conduct or campus or classroom rules, a teacher or administrator may detain a student after school hours on one or more days, as provided by the discipline management program and/or the Student Code of Conduct. The period of time for which a student is assigned to detention shall be used for educational purposes.

STUDENT DISCIPLINE

FO
(LOCAL)

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

**Corporal
Punishment**

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, physically forced, or subjected to physical activity as a means of discipline for violations of the Student Code of Conduct.

**Local Law
Enforcement**

The District shall cooperate with local law enforcement agencies in maintaining a safe environment. [See GRA and GRAA]

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.

Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

ACTION ITEM
7/17/2023

TOPIC: Consider Approval of First Reading of Revisions to Local Policies as Applicable Per TASB Update 121 to CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), and the First and Final Reading of FFI(Local).

SUBMITTED BY: Esther Kolni

BACKGROUND: TASB issued recommended updates to policies as part of Update 121 to policies CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), FFI(Local). These policy updates are in response to legislative changes and pertain to School Resource Officers and other security personnel, pest control as part of building maintenance, unemployment insurance, letters of assurance to non-contract employees, enrollment of homeless students, and responses to bullying. The departments reviewed the TASB recommendations and recommend the Board adopt all TASB recommended changes. These policy updates were reviewed by the Policy Committee on July 17, 2023, prior to the Board Meeting, and the Policy Committee joins the Administration in recommending these policy updates for approval. To coincide with the District Corrective Action Plan, which the Board will consider on July 17, 2023, the Administration and Policy Committee recommend that the policy update for FFI, relating to bullying, be final upon its first reading.

ADMINISTRATIVE RECOMMENDATION: The Administration Recommends Approval of First Reading of Revisions to Local Policies as Applicable Per TASB Update 121 to CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), and the First and Final Reading of FFI(Local).

RECOMMENDED BOARD MOTION: I move that the Board approves the First Reading of Revisions to Local Policies as Applicable Per TASB Update 121 to CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), and the First and Final Reading of FFI(Local).

Additional Agenda Sheets Attached: Yes No

Redline and Clean Versions of CKE(Local), CKEC(Local), CLB(Local), CRF(Local), DEA(Local), FD(Local), and FFI(Local).

School Resource Officers

~~To execute the District's comprehensive safety programs, the District maintains an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

Integrated Pest Management Program

Definition

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

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Reasonable Assurance

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

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The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees, shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear Pay Increases

Contract Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools].]

Premium Pay
During Disasters

Nonexempt employees who are required to work during to mitigate the reason for an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

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Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent or designee shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student’s parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency
Initial Enrollment

~~At the time of initial registration~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency ~~as defined by law.~~ The District shall accept the following types of records as proof of residency: ~~a government-issued photo identification card, a current rent or mortgage statement, the most recent tax receipt indicating home ownership, and a current utility bill~~a government-issued photo identification card, a current rent or mortgage statement, the most recent tax receipt indicating home ownership, and a current utility bill.

In accordance with law, the District may make reasonable inquiries to determine whether the student is a resident of the District, including when a document submitted for purposes of proving residency is not in the name of the adult who is enrolling the student. Based on an individual’s circumstance, the District may grant exceptions to the requirement to produce a document listed above. When required by law, the District shall waive the requirement to prove residency in the District boundaries.

Continued Enrollment

~~After a student’s initial enrollment, the District shall verify residency through the annual registration forms and may investigate stated residency as necessary.~~

Homeless Students

Any student who is homeless under the definition in the McKinney-Vento Homeless Assistance Act shall be enrolled without proof of residency or legal guardianship, according to the guidelines stated in the Act.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student’s circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a

	power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Students Not Enrolled	A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]
Nonresident Student in Grandparent's After-School Care	<p>The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent or designee the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.</p> <p>The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
Grade-Level Placement	The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.
Accredited Schools	
Nonaccredited Schools	<p>A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:</p> <ol style="list-style-type: none"> 1. Scores on achievement tests, which may be administered by appropriate District personnel. 2. Recommendation of the sending school. 3. Prior academic record.

4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See E1]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	<p>In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District shall accept the following types of records as proof of residency: a government-issued photo identification card, a current rent or mortgage statement, the most recent tax receipt indicating home ownership, and a current utility bill.</p> <p>In accordance with law, the District may make reasonable inquiries to determine whether the student is a resident of the District, including when a document submitted for purposes of proving residency is not in the name of the adult who is enrolling the student. Based on an individual's circumstance, the District may grant exceptions to the requirement to produce a document listed above. When required by law, the District shall waive the requirement to prove residency in the District boundaries.</p>
<i>Homeless Students</i>	Any student who is homeless under the definition in the McKinney-Vento Homeless Assistance Act shall be enrolled without proof of residency or legal guardianship, according to the guidelines stated in the Act.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
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Students Not Enrolled

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent or designee the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

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[See EI]

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[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

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Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation. The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action. The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Training	The District shall provide training to all campus staff that will include preventing, identifying, responding to, and reporting incidents of bullying.
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the

policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
<u>Periodic Monitoring</u>	<u>The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.</u>
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.
	The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action. The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Training	The District shall provide training to all campus staff that will include preventing, identifying, responding to, and reporting incidents of bullying.
Access to Policy and Procedures	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the

policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

ACTION ITEM
7/17/2023

TOPIC: Consider Resolution Approving the First Amendment to that Certain Amended and Restated Interlocal Agreement for Security and Peace Officer Services Between the City of Irving and the Irving Independent School District

SUBMITTED BY: Esther Kolni, General Counsel

BACKGROUND: The District has contracted with the Police Department of the City of Irving to provide the School Resource Officer Program within the District for many years. The City and the District first entered into an Interlocal Agreement for this purpose in 2017 and have renewed the agreement with various amendments at least annually since that time.

The First Amendment to the Amended and Restated Interlocal Agreement for Security and Peace Officer Services is designed to renew the agreement between the City and the District for the 23-24 school year and add clarifying language regarding personnel limitations at the City in providing armed security services in compliance with HB3.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approval of the First Amendment to the Interlocal Agreement with the City of Irving for Security and Peace Officer Services and issuance of the appropriate Resolution for that purpose.

RECOMMENDED BOARD MOTION: I move that the Board approves the First Amendment to the Interlocal Agreement with the City of Irving for Security and Peace Officer Services and issuance of the appropriate Resolution for that purpose.

Additional Agenda Sheets Attached: Yes No

Resolution 22-23-11
First Amendment to the Amended and Restated Interlocal Agreement for Security and Peace Officer Services Between the City of Irving and the Irving Independent School District

**RESOLUTION 22-23-11 OF THE BOARD OF TRUSTEES OF
THE IRVING INDEPENDENT SCHOOL DISTRICT
APPROVING THE FIRST AMENDMENT TO THE
AMENDED AND RESTATED INTERLOCAL AGREEMENT
FOR SECURITY AND PEACE OFFICER SERVICES
BETWEEN THE CITY OF IRVING AND THE IRVING
INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Texas Government Code §§791.001 et seq. (the "Act") authorize units of local government to enter into interlocal agreements; and

WHEREAS, the City of Irving (the "City") and the Irving Independent School District (the "District") are local government units under the Act; and

WHEREAS, the District and the Police Department of the City previously entered into that certain Amended and Restated Interlocal Agreement for Security and Peace Officer Services dated DATE (the "Agreement") to, among other things, combat juvenile delinquency, develop and maintain positive relations between students and City police officers, assist the District in maintaining a safe, orderly, and secure environments conducive to learning at District schools and other facilities, and to provide the services of security and commissioned police officers to protect District property and the safety and welfare of District students and personnel; and

WHEREAS, the District and the City desire to extend the term of the Agreement to cover the period from August 1, 2023 to July 31, 2024 by amending the Agreement through a First Amendment, and

WHEREAS, the Board of Trustees for the District has determined it is in the best interest of the health, safety and welfare of students and citizens of the District to enter into the First Amendment and to adopt this resolution.

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

Section 1: The above and foregoing recitals are true and correct and are incorporated into the body of this Resolution.

Section 2: That certain First Amendment to the Agreement is hereby accepted and approved in the form attached to this Resolution as Exhibit A and incorporated herein by reference.

Section 3: The Board does hereby delegate authority and authorize the Superintendent of Schools to execute and cause to be delivered the First Amendment on behalf of the District.

Section 4: It is officially found and determined that the meeting at which this Resolution

was considered was open to the public and public notice of the time, place and purposes of the meeting was given and posted as required by Chapter 551 of the Texas Government Code, as amended.

[Signature Page Attached]

PASSED, APPROVED AND RESOLVED by the Board of Trustees of the Irving Independent School District, Irving, Texas, on July 17, 2023, at a duly constituted meeting for which notice was timely given.

Randy Randle, President
Board of Trustees
Irving Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:

A.D. Jenkins, Secretary
Board of Trustees
Irving Independent School District

Esther Kolni,
General Counsel
Irving Independent School District

**FIRST AMENDMENT TO
AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
SECURITY AND PEACE OFFICER SERVICES**

Pursuant to V.T.C.A., Government Code §§791.001 et seq. (the "Act") the City of Irving, Texas, ("CITY"), and the Irving Independent School District ("IISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this First Amendment ("First Amendment") to that certain Amended and Restated Interlocal Agreement for Security and Peace Officer Services dated July 25, 2023.

RECITALS

WHEREAS, CITY and IISD are parties to that certain Amended and Restated Interlocal Agreement for Security and Peace Officer Services dated July 25, 2023 (the "Agreement") pursuant to which CITY provides security and peace officer services to IISD; and

WHEREAS, CITY and IISD desire to amend the Agreement to, among other things, renew the term of the Agreement for an additional year of services.

AGREEMENT

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, CITY and IISD agree as follows:

Capitalized Terms. All capitalized terms not otherwise defined in this First Amendment shall have the meaning given to them in the Agreement.

Extension of Term. The term of the Agreement shall be extended for a period of one (1) year, commencing on August 1, 2023 and expiring on July 31, 2024. All references to dates during the term of the Agreement shall be amended to reflect dates within the new extended term.

Estimated Service Costs. For the extended term period from August 1, 2023 through July 31, 2024, the projected costs for 50% of the S.R.O.'s salary, as outlined more specifically in Section 6.02 of the Agreement, are \$1,541,065.00.

Compliance with Updated Texas Education Code Provisions. To assist IISD in complying with the provisions of House Bill 3, signed by both the Texas House of Representatives and the Texas Senate on May 29, 2023 and signed into law by the Texas Governor on June 14, 2023, IISD and CITY agree that:

1. IISD and CITY have discussed the availability of additional S.R.O.s to serve as armed security officers on every IISD campus. However, CITY does not currently have available personnel to provide S.R.O.s to serve as armed security officers for IISD beyond those contemplated in Section 2.01 of the Agreement, and therefore IISD will pursue other options for armed security officers who shall cooperate with CITY.
2. Section 10.12 of the Agreement shall be amended to read as follows:

S.R.O.s will be armed while on serving IISD schools. Each S.R.O. shall keep a handgun, shotgun or rifle, with appropriate ammunition, either on the S.R.O.'s person, in compliance with IISD policy regarding the carrying of firearms on IISD campuses, or in the S.R.O. office stored in a locking gun safe during the S.R.O.'s duty hours. Any such firearm and/or gun safe

shall adhere to all safety requirements as identified by IISD, shall be provided by the CITY at the CITY's sole expense, and shall be installed at the CITY's sole expense. Such a handgun, shotgun or rifle shall only be deployed by the S.R.O. if the S.R.O. determines that such deployment is necessitated by an imminent threat to the public safety or welfare of an officer, student, teacher, administrator or other person. The handgun, shotgun, or rifle will be carried on the S.R.O.'s person or in an appropriate gun case when being transported in or out of the school building as required by IISD policy. The S.R.O. shall meet with the administrators at each campus to discuss expectations for the carrying of firearms on campus as well as gun storage, transportation, concealment, and other safety considerations.

Full Force and Effect. Except as amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and CITY and IISD hereby ratify and confirm the Agreement, as amended hereby. The Agreement, as amended herein, constitutes the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing authorized and signed by both CITY and IISD.

Counterparts. This First Amendment may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[signature page follows]

CITY OF IRVING, TEXAS

By: _____
Chris Hillman
City Manager

Date: _____

ATTEST:

Shanae Jennings
City Secretary

Date: _____

APPROVED AS TO FORM:

Janet Spugnardi
Deputy City Attorney

Date: _____

IRVING INDEPENDENT
SCHOOL DISTRICT

By: _____
Randy Randle, President
Board of Trustees

Date: _____

ATTEST:

A.D. Jenkins, Secretary
Board of Trustees

Date: _____

APPROVED AS TO FORM:

Esther Kolni
General Counsel

Date: _____

ACTION ITEM
7/17/2023

TOPIC: Consider Approval and Execution of the Corrective Action Plan Agreement with the Texas Education Agency regarding Irving ISD's Policies and Procedures related to Bullying

SUBMITTED BY: Esther Kolni, General Counsel

BACKGROUND: TEA worked with Irving ISD in response to a complaint received by the agency in 2020 to review the District's policies and procedures related to bullying. TEA required the District to update certain policies and procedures as well as revise its District of Innovation Plan to include reference to these updates. These TEA-guided updates are included in a Corrective Action Plan (CAP) Agreement.

In compliance with the terms of the CAP, the District has:

- 1) Updated its District of Innovation Plan to refer to its bullying policies and procedures;
- 2) Adopted a checklist and investigation form to respond to reports of bullying;
- 3) Included annual training on bullying, bullying prevention, and mental health for all District employees, including information about David's law;
- 4) Established campus-based bullying committees through Student Councils in collaboration with parents and administrators; and
- 5) Updated District policies related to bullying to align with and reference TEA's newly adopted Minimum Standards for Bullying Prevention, published in January 2023

ADMINISTRATIVE RECOMMENDATION: The Administration recommends Approval and Execution of the Corrective Action Plan Agreement with the Texas Education Agency regarding Irving ISD's Policies and Procedures related to Bullying

RECOMMENDED BOARD MOTION: I move that the Board approves and executes the Corrective Action Plan Agreement with the Texas Education Agency regarding Irving ISD's Policies and Procedures related to Bullying

Additional Agenda Sheets Attached: Yes No

TEA Corrective Action Plan Agreement

Case#INV2021-12-028

Regarding	§	Before the Texas Education Agency
	§	
Irving ISD	§	
	§	
CDN #057-912	§	Commissioner of Education

AGREED CORRECTIVE ACTION PLAN

Corrective Actions

In a desire to conclude this matter without further delay and expense, the Texas Education Agency (the Agency) and Irving ISD agree to resolve this matter by the terms of this Agreed Corrective Action Plan.

NOW, THEREFORE, it is the AGREEMENT of the Agency and the Local Education Agency (LEA) that:

1. The LEA must update their District Improvement Plan to reflect bullying policies and procedures as required by [Tex. Educ. Code §37.0832\(d\)\(2\)](#) and provide a revised copy to the Agency no later than **July 31, 2023**.
2. The LEA must update their District Improvement Plan to reflect discipline management programs; sexual harassment policies as required by [Tex. Educ. Code §37.083\(a\)](#) and provide a revised copy to the Agency no later than **July 31, 2023**.
3. The LEA must provide a copy of the rubric and checklist to assess an incident of bullying. If the LEA does not have a rubric or checklist to assess an incident of bullying and to determine the district's response to the incident, they must create one no later than **July 31, 2023**.
4. The LEA must provide a copy of its bullying committee. If the LEA does not have a Bullying Committee, they must establish one no later than **July 31, 2023**.
5. The Board must hold a Special Meeting, unless the next scheduled board meeting is prior to the due date of **July 31, 2023**, and place this Corrective Action Plan on the agenda prior to approving and signing.
6. The LEA agrees to comply with all provisions of the Tex. Educ. Code, and the Agency and/or Commissioner of Education rules in the future or the LEA will be subjected to further action by the Agency.
7. The LEA agrees to fully cooperate with the Agency's requests for information and/or onsite inspections during the period that this agreement is in effect.

8. Upon approval, the Commissioner of Education and/or the Agency's Associate Commissioner of Governance, Compliance, and Investigations are authorized to sign this agreement on behalf of the Agency.

Corrective Action Agreements

By signing this Agreed Corrective Action, the LEA:

1. Agree(s) with all terms, acknowledge(s) understanding of all terms, and agree(s) that the LEA will satisfactorily comply with all terms of this Agreed Corrective Action Plan by no later than **July 31, 2023** or be subject to a reopening of this matter.
2. Agree(s), acknowledges and understands that the LEA will be informally monitored until successful completion of this agreement for continued compliance with all applicable statutes and regulations.
3. Agree(s), acknowledges and understands that the LEA may be subject to a special investigation (SI), corrective action(s) or sanction(s) for any additional allegations of violations which are substantiated.
4. The LEA agrees to waive any right to any review before the Commissioner, any right to seek removal or modification of any intervention provided for in this matter, any right to judicial review of this Agreed Corrective Action Plan, and any other procedural rights that might otherwise apply. The LEA does not waive any rights to an informal review or any other rights enumerated in the Texas Education Code if for any reason the Agency elects to reopen and formally investigate this matter.
5. The parties agree that this agreement is not subject to judicial review, does not create any rights not already described by law and is solely interpreted by the Commissioner of Education.

WE, SUPERINTENDENT Magda Hernandez AND BOARD PRESIDENT Randy Randle, HAVE READ AND UNDERSTAND THE FOREGOING AGREED CORRECTIVE ACTION PLAN. WE UNDERSTAND THAT BY SIGNING THIS AGREED CORRECTIVE ACTION PLAN, THE LEA WAIVES CERTAIN RIGHTS. WE SIGN IT VOLUNTARILY, WILLINGLY, AND KNOWINGLY ON BEHALF OF IRVING ISD. WE UNDERSTAND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

SIGNED this _____ day of _____, 2023

Magda Hernandez
Superintendent of Irving ISD

SIGNED this _____ day of _____, 2023

Randy Randle
Board President of Irving ISD

SIGNED this _____ day of _____, 2023

*Ashley Jernigan
Associate Commissioner of Governance,
Compliance & Investigations

*Pursuant to TEC §7.055(b)(5), the Commissioner of Education has delegated the authority to the Associate Commissioner of Governance, Compliance & Investigations to approve the issuance of an Agreed Corrective Action Plan and related investigation activities pursuant to TEC §39.003.

TOPIC: Consider Resolution Approving the 2023-2024 Memorandum of Understanding for the Dallas County Juvenile Justice Alternative Education Program by and between Irving ISD and the Dallas County Juvenile Justice Board, Region 10 Education Service Center, Carrollton/Farmers Branch ISD, Cedar Hill ISD, Coppell ISD, Dallas ISD, DeSoto ISD, Duncanville ISD, Garland ISD, Grand Prairie ISD, Highland Park ISD, Lancaster ISD, Mesquite ISD, Richardson ISD, and Sunnyvale ISD

SUBMITTED BY: Esther Kolni, General Counsel and Dr. Reny Lizardo, Executive Director of Campus Operations

BACKGROUND: The Texas legislature has mandated that all districts with a county population exceeding 125,000 form cooperative arrangements with juvenile boards and school districts to provide educational programs for expelled students.

Irving ISD has approved similar memorandums for the past 20 plus years with the Dallas County Juvenile Board and school districts in the Region 10 Educational Service Center.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the Memorandum of Understanding with the Dallas County Juvenile Justice Board, Region 10, and other participating school districts for the 2023-2024 school year.

RECOMMENDED BOARD MOTION: I move that the Board approve the Memorandum of Understanding with the Dallas County Juvenile Board and authorize other matters related to the subject for the 2023-2024 school year.

Additional Agenda Sheets Attached: Yes No

Attachments:

- 1) Resolution Approving DCJJAEP MOU
- 2) 2023-2024 DCJJAEP MOU

RESOLUTION 22-23-12 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM BY AND BETWEEN THE IRVING INDEPENDENT SCHOOL DISTRICT AND THE DALLAS COUNTY JUVENILE BOARD, REGION 10 EDUCATION SERVICE CENTER, CARROLLTON/FARMERS BRANCH INDEPEDNENT SCHOOL DISTRICT, CEDAR HILL INDEPENDENT SCHOOL DISTRICT, COPPELL INDEPENDENT SCHOOL DISTRICT, DALLAS INDEPENDENT SCHOOL DISTRICT, DESOTO INDEPENDENT SCHOOL DISTRICT, DUNCANVILLE INDEPENDENT SCHOOL DISTRICT, GARLAND INDEPENDENT SCHOOL DISTRICT, GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT, HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT, LANCASTER INDEPENDENT SCHOOL DISTRICT, MESQUITE INDEPENDENT SCHOOL DISTRICT, RICHARDSON INDEPENDENT SCHOOL DISTRICT, AND SUNNYVALE INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Texas Government Code §§791.001 et seq. (the "Act") authorize units of local government to enter into interlocal agreements; and

WHEREAS, the Irving Independent School District (the "District") and the Parties to the Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program are local government units under the Act; and

WHEREAS, Chapter 37 of the Texas Education Code requires that in counties with a population of 125,000 or more, juvenile boards and independent school districts must work cooperatively to provide alternative education programs; and

WHEREAS, the District desires to reach an agreement with the Dallas County Juvenile Board, Region 10 Education Service Center, and other cooperating independent school districts in Dallas County (together, the "Parties") to provide an appropriate educational placement program for students expelled from school under the provisions of Texas Education Code Sections 37.007(b), (c), and (f); and

WHEREAS, the responsibilities of school districts, regional education service centers, and county juvenile boards to operate and fund such programs must be outlined in a joint memorandum of understanding pursuant to Section 37.011(k) of the Texas Education Code; and

WHEREAS, the District wishes to enter into that certain Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program for this purpose; and

WHEREAS, the Board of Trustees for the District has determined it is in the best interest of the health, safety and welfare of students and citizens of the District to enter into this Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program and to adopt this resolution.

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

Section 1: The above and foregoing recitals are true and correct and are incorporated into the body of this Resolution.

Section 2: That certain Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program is hereby accepted and approved in the form attached to this Resolution as Exhibit A and incorporated herein by reference.

Section 3: The Board does hereby delegate authority and authorize the Superintendent of Schools to execute and cause to be delivered the Memorandum of Understanding for Dallas County Juvenile Justice Alternative Education Program on behalf of the District.

Section 4: It is officially found and determined that the meeting at which this Resolution was considered was open to the public and public notice of the time, place and purposes of the meeting was given and posted as required by Chapter 551 of the Texas Government Code, as amended.

[Signature Page Attached]

PASSED, APPROVED AND RESOLVED by the Board of Trustees of the Irving Independent School District, Irving, Texas, on July 17, 2023, at a duly constituted meeting for which notice was timely given.

Randy Randle, President
Board of Trustees
Irving Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:

A.D. Jenkins, Secretary
Board of Trustees
Irving Independent School District

Esther Kolni,
General Counsel
Irving Independent School District

2023-2024

Dallas County Juvenile Justice Alternative Education Program

Memorandum of Understanding

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

Table of Contents

Acknowledgement / Purpose	.....	1
Recitals	.....	1
Section One – Definitions	.....	2
Section Two – Student Codes of Conduct	.....	3
Section Three – Governance of DCJJAEP	.....	4
Section Four – Student Placement in DCJJAEP	.....	6
Section Five – Case Review Committees	.....	10
Section Six – Special Education	.....	11
Section Seven – Academic Review and Transition	.....	12
Section Eight – Administration of All Required State Testing	.....	12
Section Nine – DCJJAEP Facilities and Staffing	.....	13
Section Ten – Transportation	.....	13
Section Eleven – Release of Student and Juvenile Records	.....	13
Section Twelve – Funding For DCJJAEP and Fiscal Agent	.....	14
Section Thirteen – Term of Memorandum of Understanding	.....	16
Section Fourteen – Expedited Magistrate System	.....	17
Section Fifteen – Miscellaneous	.....	17
Attachment A – Procedures for Students Receiving Special Education Services		
Attachment B – Procedures for Students Receiving Special Education with English as a Second Language (ESL)		
District Approval Signature Page		

2023-2024

DCJJAEP GOVERNANCE COMMITTEE

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

GOVERNANCE PLANNING COMMITTEE

PLANNING COMMITTEE CHAIR	Reny Lizardo, <i>Irving ISD</i>
PLANNING COMMITTEE MEMBERS	Rich Laffey, <i>Grand Prairie ISD*</i> Cristy Hirsh, <i>Highland Park ISD</i> Jason Tharp, <i>Richardson ISD*</i> LaEvening Woodard, <i>Region 10 Education Service Center</i>

GOVERNANCE COMMITTEE

CARROLLTON / FARMERS BRANCH ISD	Dr. Patricia Franklin
CEDAR HILL ISD	Dr. Norbert Whitaker
COPPELL ISD	Jennifer Villines
DALLAS COUNTY JUVENILE DEPARTMENT AND DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP)	Donnie Coffman, Karen Ramos
DALLAS ISD	Janet Allen
DESOTO ISD	Shon Joseph
DUNCANVILLE ISD	Tijuana Hudson, Pamela Brown
GARLAND ISD	Mary Garcia
GRAND PRAIRIE ISD	Rich Laffey
HIGHLAND PARK ISD	Cristy Hirsh
IRVING ISD	Reny Lizardo
LANCASTER ISD	Dr. Marcus Jackson, Dr. Antionette Mathews
MESQUITE ISD	Dr. Valerie Nelson
REGION 10 EDUCATION SERVICE CENTER (ESC)	LaEvening Woodard
RICHARDSON ISD	Dr. Jason Tharpe
SUNNYVALE ISD	Dr. Christi Morgan

COMMITTEE ADVISORY MEMBERS

DALLAS ISD FOOD AND CHILD NUTRITION SERVICES	Debra Owens
REGION 10 (ESC)-SPECIAL EDUCATION	Stacey Glosson ♦ Keya Saleh*
DALLAS COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (DCJJAEP) - SPECIAL EDUCATION	Dr. Brandy Taylor Dédé, LSSP - <i>Diagnostic Assessment Services (DAS)</i>

FISCAL AGENT	Jill Hamilton, <i>Region 10 Education Service Center</i>
--------------	--

* Member Services Appreciated through 2018

****Legal Compliance as to Form****

David P. Backus
Underwood Law Firm, P.C.
P.O. Box 16197
Lubbock, Texas 79490

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

This Memorandum of Understanding (sometimes referred to herein as “Agreement”) is entered into pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791 and Texas Education Code, Chapter 37, and is entered into to be effective August 1, 2023. The Parties to this Agreement are, the Dallas County Juvenile Board (“DCJB”), Region 10 Education Service Center and the following educational entities: Carrollton-Farmers Branch Independent School District, Cedar Hill Independent School District, Coppell Independent School District, Dallas Independent School District, DeSoto Independent School District, Duncanville Independent School District, Garland Independent School District, Grand Prairie Independent School District, Highland Park Independent School District, Irving Independent School District, Lancaster Independent School District, Mesquite Independent School District, Richardson Independent School District, and Sunnyvale Independent School District (hereinafter referred to collectively as the “ISDs”). This agreement shall be effective upon District Board approval.

RECITALS:

WHEREAS:

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

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

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

(4) The Dallas County Juvenile Board, Region 10 Education Service Center,

and the ISDs agree that the goals of this Memorandum of Understanding are (a) to establish consistency, predictability, and appropriateness of curriculum options and student placement following expulsion from school; (b) to return students to the school setting when appropriate; (c) to impress upon youth that there are progressive sanctions for misconduct in the public-school setting; (d) to provide educational options for the juvenile courts, consistent with the progressive sanctions in the juvenile justice system where appropriate; and (e) to comply with the requirements of Chapter 37 of the Texas Education Code.

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

SECTION ONE: DEFINITIONS

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

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

SECTION TWO: STUDENT CODES OF CONDUCT

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

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

“Serious misbehavior” shall mean:

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

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

2.3 Pursuant to Texas Education Code Section 37.309(b)(1), a student who is a registered sex offender and is removed from the regular educational program pursuant to Subchapter I, Chapter 37, Texas Education Code, shall be placed in the DCJJAEP in the same manner as a discretionary placement student pursuant to Section 4 of this Agreement. Pursuant to Texas Education Code Section 37.310, funding for students placed in the DCJJAEP under this paragraph shall be paid in the same manner as discretionary expulsion students under Section 12 of this Agreement.

SECTION THREE: GOVERNANCE OF DCJJAEP

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

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

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

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

3.5 Chair and Vice-Chair - At the initial meeting of the DCJJAEP Governance Committee, the members in attendance shall select a Chair and Vice-Chair by the affirmative vote of a majority of the members.

The Chair shall preside over the meetings of the Committee and shall be responsible for scheduling regular and special called meetings of the Committee, including the provision of notice thereof. In the absence or disability of the Chair, his/her duties shall be performed, and his/her powers may be exercised by the Vice-Chair. The Vice-Chair shall generally assist the Chair and shall have such powers and shall perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Chair of the DCJJAEP Governance Committee.

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

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

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

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

- (A) To develop recommended operating policies and review the operations, policies, and procedures of the DCJJAEP, and to make advisory recommendations to the DCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto.

- (B) To periodically evaluate and report to the parties regarding the ongoing success of the DCJJAEP in providing alternative education to students within the DCJJAEP.
- (C) To participate in an advisory capacity in the development of the annual operating budget for the DCJJAEP, including adjustments to the annual per student rate charged to each member ISD for discretionary expulsion students served by the DCJJAEP; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the DCJJAEP; and to monitor reimbursement to the Fiscal Agent (as hereinafter defined) for its administrative expenses in connection with its responsibilities as set forth in Section Twelve herein;
- (D) To review the contractual arrangements of the DCJB with any providers of goods and services in connection with the creation and operation of the DCJJAEP, and to make recommendations to the DCJB in connection with such contracts.
- (E) To advise the local community of all matters within the public interest relating to the creation, operation, and performance results of the DCJJAEP.
- (F) To facilitate coordination with the parties to this Memorandum of Understanding on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the DCJJAEP and the subsequent transition through the ISDs' alternative education programs.
- (G) To assist the Chief Probation Officer or designee, the Deputy Director of Education, in developing a priority system for acceptance of discretionary expulsion student in the DCJJAEP in the event space becomes limited.
- (H) To formulate and recommend other policies or procedures as appropriate to the governance of the DCJJAEP as may be necessary to obtain approval of the Texas Juvenile Probation Commission and DCJB; and
- (I) To appoint a liaison to inform the Governance Committee regarding pending legislative issues and updates.

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

SECTION FOUR: STUDENT PLACEMENT IN DCJJAEP

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

court, subject to the terms and conditions of this Agreement.

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

4.3 Any student who has been removed from a school district setting may be referred for placement in either the DCJJAEP or in the appropriate school district alternative educational program upon recommendation of the Case Review Committee as further defined in Section Five herein.

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

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

4.6 It is the intent of the parties to this Agreement to request that every student who has been removed from an ISD as a mandatory expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice. It is the intent of the parties to the Agreement that every student who has been removed from an ISD as a discretionary expulsion, and for whom information has been provided by the ISD from which the student has been removed to the juvenile court in accordance with Texas Family Code Section 52.041, be ordered by the juvenile court to enroll in the DCJJAEP as soon as reasonably practicable after the juvenile court's receipt of such notice, so long as adequate space is available in the DCJJAEP. Any juvenile court order placing a student in a residential placement during the student's period of assignment to the DCJJAEP may run in concurrence with that

assignment unless a local ISD's policy dictates otherwise. In the event that sufficient space is unavailable in the DCJJAEP, a discretionary expulsion student may be ordered by the juvenile court to attend the alternative education program operated by the ISD from which the student was expelled until such time as space becomes available in the DCJJAEP; in the event space later becomes available in the DCJJAEP, it is the intention of the parties that the order shall provide that the student be assigned to the DCJJAEP for the time remaining in the student's period of removal. It is the intent of the parties that there be no material interruption in the provision of educational services to expelled students under this Memorandum of Understanding.

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

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

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

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

established by law, the school district in which the student resides shall readmit the student, but may assign such student to the school district alternative education program.

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

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

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

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

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

SECTION FIVE: CASE REVIEW COMMITTEES

5.1 The Case Review Committee (“CRC”) is hereby created for the purpose of:

- (A) Verifying the appropriateness of a mandatory or discretionary expulsion.
- (B) Assuring that the documents for enrollment in the DCJJAEP are included in the student’s records for each student referred to the DCJJAEP.
- (C) Reviewing the need for related services of expelled special education students as mandated in the ARD / IEP document.
- (D) Requesting that the school district fax any incomplete information to the DCJJAEP within two working days of the CRC meeting; and
- (E) Returning any cases that do not meet the eligibility requirements in this Agreement to the sending ISD and notifying the Governance Committee representative.

5.2 The Case Review Committee shall review and make placement recommendations for those students who have been removed from an ISD’s regular educational program and for whom placement in the DCJJAEP under this Agreement is authorized. The Case Review Committee shall be composed of at least four members that include the following: the ISD representative making the referral, the ISD Special Education representative, one certified teacher from the service provider and two representatives of the DCJB, one of whom is the chair. It is strongly recommended the ISD provide Special Education representation. The DCJJAEP school administrator or his or her designee will participate as an ex officio member of the Case Review Committee.

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

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

SECTION SIX: SPECIAL EDUCATION

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

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

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

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

SECTION SEVEN: ACADEMIC REVIEW AND TRANSITION

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

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

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

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

SECTION EIGHT: ADMINISTRATION OF ALL REQUIRED STATE TESTING

8.1 In accordance with Texas Education Code Section 37.011(d), the parties agree that state-mandated assessment instruments shall be administered to all students enrolled in the DCJJAEP, except where such students are exempt from such testing by an ARD committee or other legal authority. The parties agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary to facilitate assessment instrument administration. The DCJB shall be responsible for administering assessment instruments to those students enrolled in the DCJJAEP. Prior to scheduled testing dates, the parties will communicate regarding

the most efficient method of obtaining secured testing materials for all students placed in the DCJJAEP, and the DCJB and the ISDs will cooperate in the acquisition of such materials for students in the DCJJAEP. Each ISD shall provide to the DCJJAEP administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the DCJJAEP. The DCJB shall be responsible for returning all testing material to the appropriate TEA agent.

SECTION NINE: DCJJAEP FACILITIES AND STAFFING

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

9.2 The DCJB agrees to provide periodic evaluations of the effectiveness of the DCJJAEP. Such evaluations shall include but not be limited to external evaluation of student performance, fiscal audits, and review of student records, classroom observations, and surveys of students, parents and ISDs.

SECTION TEN: TRANSPORTATION

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

SECTION ELEVEN: RELEASE OF STUDENT AND JUVENILE RECORDS

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

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

(A) For students in middle school, the student's Middle School Plan, which is a list of

courses offered, by grade level, and the course credit earned by the student.

- (B) For students in grades 9-12, the student's Graduation Plan, which lists the sequence of courses needed for graduation and the course credit earned by the student.
- (C) The student's current transcript including all achievement test scores recorded on that document.
- (D) The student's current year report card.
- (E) A withdrawal form, which shall indicate the current courses in which the student is enrolled, the current earned grade, and the textbook and other instructional resources being used with that subject.
- (F) The student's records related to State-mandated testing.
- (G) The student's current year attendance record.
- (H) The student's latest Admission, Review and Dismissal (ARD) documents, the Manifestation Determination (MD), the Individualized Education Program (IEP) and the student's Behavior Intervention Plan (BIP), in accordance with Paragraph 6.1 of this Memorandum of Understanding.
- (I) The student's health records.
- (J) The student's home language survey.
- (K) For mandatory expulsions, a police service number must be included; and
- (L) As soon as is practical, the student's home school district shall forward the student's previous year's attendance record.

SECTION TWELVE: FUNDING FOR DCJJAEP AND FISCAL AGENT

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

12.2 Base Rate - The base rate, as established by DCJB, will be charged for each discretionary expulsion student enrolled in the DCJJAEP. The base rate for those students admitted to the JJAEP for the 2023–2024 school year shall be an amount not to exceed One Hundred Fourteen Dollars (\$114.00) per student per day in attendance. The Fiscal Agent shall establish billing, payment, and accounting procedures. The ISDs shall not be charged for mandatory expulsion students enrolled in the DCJJAEP, nor shall any ISD be charged for students placed at the DCJJAEP by order of a Dallas County Juvenile Court Judge. The base rate shall be considered the “actual cost” of the DCJJAEP program for students placed in the DCJJAEP pursuant to Texas Education Code Section 37.0081.

12.3 Student Attendance - The DCJJAEP shall keep accurate records of student attendance at the

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

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

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

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

12.7 Maintenance of Depository Account - ESC shall establish and maintain a depository account at its regular depository institution for the deposit of funds from the ISDs, such funds representing the respective ISDs' funding obligations to the DCJB for the DCJJAEP as required by Section 37.012 of the Texas Education Code and as further agreed upon by the parties to this Memorandum of Understanding. All such funds shall be placed in a

fully insured depository account, or other insured account as required by law, and any interest accruing from such deposited funds shall be credited to the DCJJAEP to be used for unanticipated or extraordinary expenses of the DCJJAEP and shall not be commingled with the regular operating funds of the ESC. From such funds, ESC shall make payment to the DCJB on behalf of the ISDs for the DCJJAEP as set forth in this Agreement.

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

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

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

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

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

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

SECTION THIRTEEN: TERM OF MEMORANDUM OF UNDERSTANDING

13.1 The initial term of this Memorandum of Understanding shall be for the period from the effective date of this Memorandum of Understanding through July 31, 2024. This Memorandum of Understanding shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of

the parties hereto elects to terminate this Memorandum of Understanding by providing written notice to all other parties hereto at least thirty (30) days prior to the expiration of this Memorandum of Understanding, unless terminated sooner. This Memorandum of Understanding may be extended for additional terms of one year upon the mutual consent of the parties evidenced by an extension agreement approved by each ISD's governing Board entered not later than thirty (30) days prior to the termination date of this Memorandum of Understanding, or any extension.

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

SECTION FOURTEEN: EXPEDITED MAGISTRATE SYSTEM

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

SECTION FIFTEEN: MISCELLANEOUS

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

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

15.3 Legal Requirements - The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations, in connection with the programs contemplated under this Memorandum of Understanding. This Memorandum of Understanding is subject to all applicable present and

future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments.

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

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

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

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

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

15.9 Immunity - Neither the DCJB, Region 10 Education Service Center nor the ISDs waive or

relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, officers, employees, and agents as a result of its execution of this Memorandum of Understanding and performance of the functions and obligations described herein.

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

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

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

2023 – 2024
Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)
Attachment A
Procedure for Students Receiving Special Education Services

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

DCJJAEP placement may result if:

- 1) The expellable behavior is not a manifestation of the student’s disability; or
- 2) The expellable behavior falls within one of the special circumstances recognized by the IDEA (drugs, weapons, or serious bodily injury and the length of placement in the DCJJAEP does not exceed 45 days; or
- 3) The expellable behavior is a manifestation of the student’s disability, but the parent and the sending school district agree to a change of placement to JJAEP as part of the modification of the behavior intervention plan. Notwithstanding the foregoing, the parties understand that no child with a disability who receives special education services may be placed in the DCJJAEP solely for educational purposes.

II. The following procedures shall serve to establish a mechanism whereby DCJJAEP staff can communicate with, and provide input to, the Admission, Review and Dismissal (ARD) Committee regarding placement and the continuation of special education services to students while at DCJJAEP.

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

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

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

(a) General.

(1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.

(2) Each public agency must ensure that

(i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled:

and

(ii) Special classes, separate schooling, or other removal of children with disabilities from the

2023 – 2024
Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)
Attachment A
Procedure for Students Receiving Special Education Services

regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

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

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

2023 – 2024
Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)
Attachment A
Procedure for Students Receiving Special Education Services

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

2023 – 2024
Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)
Attachment A
Procedure for Students Receiving Special Education Services

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Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment B

Procedure for Students with English as a Second Language

I. School districts may only expel a student with English as a Second Language (ESL) if:

- The school district provides due process in a language that the student and the parent(s) understand.
- The DCJJAEP is provided notice that the student is receiving language acquisition support/services to ensure that a continuity of instruction will occur.

II. The DCJJAEP must provide ESL instruction with a certified teacher.

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

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

2023 – 2024

Dallas County Juvenile Justice Alternative Education Program
(DCJJAEP)

Attachment B

Procedure for Students with English as a Second Language

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2023 – 2024 Superintendent Distribution List

<p>Carrollton-Farmers Branch ISD</p> <p>Dr. Wendy Eldredge, Superintendent of Schools P.O. Box 115186/ 1445 N. Perry Road Carrollton, Texas 75011 (972) 968-6100 (972) 968-6217 (fax) eldredgew@cfbisd.edu</p>	<p>Cedar Hill ISD</p> <p>Dr. Gerald Hudson, Superintendent of Schools 285 Uptown Boulevard, Building 300 Cedar Hill, Texas 75104 (972) 291-1581 (972) 291-5231 (fax) gerald.hudson@chisd.net</p>
<p>Coppell ISD</p> <p>Dr. Brad Hunt, Superintendent of Schools 200 South Denton Tap Road Coppell, Texas 75019 (214) 496-6000 (214) 496-8006 (fax) bhunt@coppellisd.com</p>	<p>Dallas County Juvenile Board</p> <p>Mr. Darryl Beatty, Executive Director 2600 Lone Star Drive Dallas, Texas 75212 (214) 698-2223 (214) 698-5508 (fax) darryl.beatty@dallascounty.org</p>
<p>Dallas ISD</p> <p>Dr. Stephanie Elizalde, Superintendent of Schools 9400 N. Central Expressway Dallas, Texas 75231 (972) 925-3700 or (972) 925-3200 (972) 925-3201 (fax) Selizalde@dallasisd.org</p>	<p>Desoto ISD</p> <p>Dr. Usamah Rodgers, Superintendent of Schools 200 East Belt Line Road DeSoto, Texas 75115 (972) 223-6666 (972) 274-8011 (fax) usamah.rodgers@desotoisd.org</p>
<p>Duncanville ISD</p> <p>Dr. Marc Smith, Superintendent of Schools 710 South Cedar Ridge Drive Duncanville, Texas 75137 (972) 708-2000 (972) 708-2020 (fax) marcsmith@duncanvilleisd.org</p>	<p>Garland ISD</p> <p>Dr. Ricardo Lopez, Superintendent of Schools P.O. Box 469026/ 501 S. Jupiter Road Garland, Texas 75046 (972) 494-8201 (972) 485-4936 (fax) rlopez23@garlandisd.net</p>
<p>Grand Prairie ISD</p> <p>Linda Ellis, Superintendent of Schools P.O. Box 531170/ 2602 South Belt Line Road Grand Prairie, Texas 75053 (972) 264-6141 (972) 237-5440 (fax) linda.ellis@gpisd.org</p>	<p>Highland Park ISD</p> <p>Dr. Mike Rockwood, Superintendent of Schools 7015 Westchester Drive Dallas, Texas 75205 (214) 780-3000 (214) 780-3004 (fax) rockwom@hpsid.org</p>

2023 – 2024 Superintendent Distribution List

<p>Irving ISD</p> <p>Magda Hernandez, Superintendent of Schools P.O. Box 152637/ 2621 W. Airport Freeway Irving, Texas 75015 (972) 600-5001 (972) 215-5003 (fax) mhernandez@irvingisd.net</p>	<p>Lancaster ISD</p> <p>Dr. A. Katrise Perera, Superintendent of Schools 422 S. Centre Street Lancaster, Texas 75146 (972) 218-1400 (972) 218-1401 (fax) akatriseperera@lancasterisd.org</p>
<p>Mesquite ISD</p> <p>Dr. Angel Rivera, Superintendent of Schools 3819 Towne Crossing Boulevard Mesquite, Texas 75150 (972) 288-6411 (972) 882-7787 (fax) arivera3@mesquiteisd.org</p>	<p>Region 10 Education Service Center</p> <p>La'Evening Woodard, Program Coordinator 400 E Spring Valley Road Richardson, Texas 75081 (972) 348-1556 (972) 348-1557 (fax) Laevening.woodard@region10.org</p>
<p>Richardson ISD</p> <p>Tabitha Branum, Superintendent of Schools 400 South Greenville Avenue Richardson, Texas 75081 (469) 593-0000 (469) 593-0402 (fax) Tabitha.branum@risd.org</p>	<p>Sunnyvale ISD</p> <p>Doug Williams, Superintendent of Schools 417 East Tripp Road Sunnyvale, Texas 75182 (972) 226-5974/ (972) 226-7601 (972) 226-6882 (fax) doug.williams@sunnyvaleisd.com</p>

2023 – 2024 DCJJAEP Memorandum of Understanding Signature Page

	Signature	Position	Date
Dallas County Juvenile Board			

District	Signature	Position	Date
Region 10 ESC			

District	Signature	Position	Date
Carrollton- Farmers Branch ISD			

District	Signature	Position	Date
Cedar Hill ISD			

District	Signature	Position	Date
Coppell ISD			

District	Signature	Position	Date
Dallas ISD			

District	Signature	Position	Date
DeSoto ISD			

District	Signature	Position	Date
Duncanville ISD			

District	Signature	Position	Date
Garland ISD			

2023 – 2024 DCJJAEP Memorandum of Understanding Signature Page

District	Signature	Position	Date
Grand Prairie ISD			

District	Signature	Position	Date
Highland Park ISD			

District	Signature	Position	Date
Irving ISD			

District	Signature	Position	Date
Lancaster ISD			

District	Signature	Position	Date
Mesquite ISD			

District	Signature	Position	Date
Richardson ISD			

District	Signature	Position	Date
Sunnyvale ISD			

DCJJAEP Governance Committee

2023-2024 MEETING DATES

<i>Day/Date</i>	<i>Time</i>	<i>Site</i>
Friday, August 25, 2023 (optional)	10 a.m.	Zoom
Friday, September 29, 2023	10 a.m.	Zoom
Friday, October 27, 2023	10 a.m.	Zoom
Friday, November 2023	No meeting	
Friday, December 1, 2023 *	10 a.m.	Zoom
Friday, January 26, 2024	10 a.m.	Zoom
Friday, February 23, 2024	10 a.m.	Zoom
Friday, March 29, 2024	10 a.m.	Zoom
Friday, April 26, 2024	10 a.m.	Zoom
Friday, May 31, 2024	10 a.m.	Zoom
Friday, June 7, 2024 * (optional)	10 a.m.	Zoom

Meetings are typically held the last Friday of the month except as noted with an *.

CONSENT AGENDA ITEM
7/17/2023

TOPIC: Consider Acceptance of Gifts and Donations to the District

SUBMITTED BY: Fernando Natividad, Chief Financial Officer

BACKGROUND: Donations received during the month of June 2023

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. 2022-2023 Year-to-Date Donation Totals
2. June 2023 Donations List

JUNE DONATIONS

(Period June)

Fine Arts

DESCRIPTION

Person Donating: Whitcoms/Gail Johnstone \$1,300
 Prelude Student Guitar, Bassoon

SCHOOL /DEPT.

DESCRIPTION

HIGH SCHOOLS

Irving High

Person Donating: Sarah Dufek, TRANSWESTERN \$2,500
 Conference Tables and Chairs

Irving High

Person Donating: Sarah Dufek, TRANSWESTERN \$1,000
 Breakroom Tables and Chairs

B. Cardwell

Person /Company Donating: Nancy Jones \$1,380
 Gift Cards for Seniors

B. Cardwell

Person/Company Donating: Blake Lunsford \$100
 Gift Cards for Seniors

B. Cardwell

Person/Company Donating: Kould Foura Concorde Career College \$20.00
 Gift Cards for Seniors

DESCRIPTION

ELEMENTARY SCHOOLS

Brown Elem.

Person/Company Donating: Celanese \$10,000

Partner in Education-purchase of items for educational
Needs of students/staff, incentives for staff and students

TOTAL DONATIONS \$ 16,300

DONATIONS & GIFTS
Beginning September 2022 - Ending August 2023

Month	2022-2023 Monthly Total	2022-2023 YTD Total	2021-2022 Monthly Total	2021-2022 YTD Total
September	\$581.71	\$581.71	\$1,050.00	\$1,050.00
October	\$4,300.00	\$4,881.71	\$646.00	\$1,696.00
November	\$530.00	\$5,411.71	\$1,595.00	\$3,291.00
December	\$1,111.83	\$6,523.54	\$26,627.46	\$29,918.46
January	\$13,382.00	\$19,905.54	\$2,647.00	\$32,565.46
February	\$1,658.10	\$21,563.64	\$350.00	\$32,915.46
March	\$525.00	\$22,088.64	\$0.00	\$0.00
April	\$0.00	\$22,088.64	\$21,274.36	\$54,189.82
May	\$2,210.00	\$24,298.64	\$3,774.50	\$57,964.32
June	\$16,300.00	\$40,598.64	\$255.35	\$58,219.67
July		\$0.00	\$1,100.00	\$59,319.67
August			\$1,980.88	\$61,300.55

CONSENT AGENDA ITEM
July 17, 2023

TOPIC: Consider Approval of an Agreement between KICKSTART KIDS Martial Arts and Character Development Program and Irving ISD

SUBMITTED BY: Imelda Little, Executive Director of PK-8th Schools

BACKGROUND: KICKSTART KIDS Martial Arts and Character Development Program is offered at all eight middle schools in the Irving ISD. This program utilizes martial arts training as a vehicle to provide a rich, values-based curriculum offered by a qualified black belt instructor. Students are provided with the tools and support necessary to resolve conflicts, avoid participation in gangs, choose a drug-free lifestyle, resist negative peer pressure, and remain in school.

ADMINISTRATIVE RECOMMENDATION: The administration recommends that the Board of Trustees approve the continuation of the KICKSTART KIDS Martial Arts and Character Development program in all eight middle schools for the 2023-2024 academic school year.

RECOMMENDED BOARD MOTION: I move the Board of Trustees approve the continuation of the KICKSTART KIDS Martial Arts and Character Development program in all eight middle schools for the 2023-2024 academic school year.

Additional Agenda Sheets Attached: Yes No

Attachment

- Agreement between KICKSTART KIDS Martial Arts and Character Development Program and Irving ISD



Character through Karate

KSK is a 501(c)(3) organization, Tax ID No. 52-1706526

June 28, 2023

Ms. Magda Hernandez
Superintendent of Schools
Irving Independent School District
2621 W. Airport Freeway
Irving, TX 75062

Dear Ms. Hernandez,

We are pleased to offer this agreement for the *KICKSTART KIDS Martial Arts and Character Development Program* being offered on eight Irving Independent School District (Irving ISD) campuses for the 2023-2024 academic year. The following guidelines promote an effective KICKSTART KIDS (KSK) program:

246

1) DEDICATED CLASSROOM

- a) A dedicated karate classroom is essential to the KSK program. The classroom becomes a “dojo” serving as a safe haven where respect can be demonstrated to students and the room itself.
- b) The room should not be adjacent to or within the immediate vicinity of an academic classroom as it can sometimes be loud. Classes will be conducted through the entire academic day as well as before and/or after school.
- c) The martial arts classroom should be able to accommodate a minimum of twenty-five students simultaneously. A hard floor in good condition is preferred.
- d) The room should be in good repair with working heat and air conditioning. In the event of a problem, the school agrees to correct it in a timely manner.

2) OPTIMAL CLASS SIZE

- a) It is our goal to enroll an optimum number of students in each school where the KSK program is offered. That optimum number is usually between 150 and 175 students. This number provides for the level of student and instructor interaction we believe is optimal for quality instruction.
- b) In the interest of effective instruction, student enrollment for the program is recommended not to exceed 200 students per campus. There are exceptions where programs are larger, but these are handled on a case by case basis depending on circumstances.
- c) We recognize that each campus is unique; however, in the event the number goes higher than 200 students, we will usually work with the school and recommend adding a second program on the same campus.

3) STUDENT PARTICIPATION

- a) All students are required to return a KSK registration form executed by parent(s) or legal guardian(s) providing consent to participate.
- b) The KSK Registration Form will be submitted online or collected by the KSK instructor, unless otherwise dictated by the school. Upon request, the KSK instructor shall provide all collected registrations to the requesting campus or Irving ISD administrator.
- c) There will be a modest one-time annual fee per student collected with this registration. All first-year students receive a karate uniform at no additional cost.
- d) In the event students are unable to pay for participating in the program, KSK will review individual circumstances and may sponsor a minimal number of students and waive the registration fee. The KSK Registration Form will still need to be completed.
- e) Student participation in KSK should be voluntary.
- f) As a general rule, scheduling of first year students should be complete by October 1st of the academic year. The KSK instructor will work with campus personnel on individual cases where specific requests are made outside of this guideline.
- g) Scheduling of KSK classes should follow the same format as your campus or district, for example: If your school follows a 90 minute block schedule, the KSK classes would be 90 minutes also.
- h) Returning students should be scheduled into appropriate classes consistent with their belt rank unless removed from the program by the KSK instructor, campus administrators or their parent(s)/legal guardian(s).
- i) All students are welcome in the KSK program regardless of race, creed color, gender or physical ability. However, should an instructor believe a student poses a danger to him/herself, other students or our instructional staff, KSK reserves the right to consult with campus administrators regarding potential for removal of that student from the KSK classroom, until such time as suitable arrangements are made with the school to allow the student to safely participate in the program.

247

4) UNIFORMS

- a) All KSK students will be expected to wear a martial arts uniform in class.
- b) All first-year students are supplied with a uniform at no charge through the KSK instructor.
- c) Students will need an appropriate location to change into their uniform before class and change back into school clothes after class.

5) ROOM EQUIPMENT

- a) KSK supplies all training equipment needed for karate instruction and all materials for the values curriculum. This includes the puzzle mats for the floor, posters and other support materials. KSK further agrees to keep all training equipment in good repair to guard against injury.
- b) Schools will provide instructor with a desk, computer, and filing cabinet.
- c) Schools will provide (when requested) four tri-fold exercise mats. (*These are different from the karate puzzle mats that cover the entire floor.*)

6) ROOM MAINTENANCE

- a) KSK instructors are required to maintain an orderly room.

- b) In the interest of student health and safety, the school is required to maintain overall sanitization of the training mats and routine custodial duties.

7) SECURITY

- a) KSK training equipment will need to be secured in a lockable closet or cabinet inside, or close to, the KSK room.
- b) In addition, if the KSK instructor is collecting funds, it is the KSK instructor's sole responsibility to maintain the safety and security of those funds until a bank deposit can be made. Under no circumstances will Irving ISD or any of its employees, agents, or assigns, accept responsibility for such funds and/or assume a fiduciary obligation with regard to those funds.
- c) At no time are collected funds to be kept overnight in a classroom or on any of the eight Irving ISD campuses.
- d) Notwithstanding items 7b) and c) above and expressly without Irving ISD or the campus accepting any responsibility or creating any fiduciary duty or bailment relationship, the campus may, in the discretion of the campus Principal allow the KSK to place funds collected on campus in the campus safe until the instructor can deposit the funds in the bank.

248

8) SUPPORT FOR TOURNAMENTS

- a) Students participate in up to four KSK tournaments each year.
- b) All tournaments are held in the local KSK region except for the final State Championships, held once a year in rotating locations throughout Texas.
- c) Tournaments are rotated through different schools in a region. We request that local school officials will assist in procurement of locations.
- d) In our continued effort to offset the cost of the program, during tournaments and special events, KSK will operate merchandise and concession booths. We request that KSK will be able to operate those booths in prime locations in relation to the event venue to maximize our fundraising efforts.

9) RESEARCH

- a) KSK has contracted the services of an independent evaluator for the purposes of conducting research on the KSK program.
- b) Periodically we gather data specific to the KSK program in your Irving ISD.
- c) Should you have questions, contact David Joe, Chief Financial Officer, at djoe@kickstartkids.org or 713-868-6003, 102.
- d) KSK agrees to abide by any and all confidentiality requirements applicable to school children and minors including but not limited to the Family Educational Rights and Privacy Act (FERPA).
- e) If data can be isolated specifically to Irving ISD students, KSK can provide to Irving ISD reports prepared by any such independent evaluator regarding the KSK program in Irving ISD and grants Irving ISD the right to use the reports to evaluate the impact and benefits of the KSK program in Irving ISD.

10) ANNUAL SPONSORSHIP DRIVE

- a) Each year, KSK may hold an annual two-week Sponsorship Drive to raise money to help offset the costs of the program on each campus.

- b) KSK will work with each campus to accommodate their schedules as needed and request that each campus will allow the Sponsorship Drive to occur in accordance with district and campus policies applicable to all fundraising activity on campus.

11) GENERAL FUNDRAISING

- a) Occasionally, with the approval of the school and KSK management, KSK instructors may ask to raise funds for optional program related trips and other activities at your school.
- b) Monies raised are to be handled per #7 above.

12) USE OF GYMNASIUM OR AUDITORIUM

- a) KSK will require the use of the gymnasium or auditorium for Belt Ceremonies (twice a year), demonstration team competitions and/or exhibitions (occasionally). Scheduling will be subject to previously scheduled events and at the discretion of the campus principal.
- b) From time to time, the use of the gymnasium or auditorium will be needed for facilitation of tournaments which will host students from other KSK school districts.
- c) Use of these facilities will be requested through the proper school authority no less than 30 days prior to the event.
- d) Use of all necessary utilities and safety protocols will be requested through the proper school authority no less than 30 days prior to the event.
- e) These facilities will be provided by the school at no charge to the KSK program.
- f) KSK agrees to pay custodial staff at a rate of \$20 per hour for KSK events hosted by Irving ISD. The number of custodians, the hours and events they will work are to be mutually agreed upon in advance. This fee does not apply to standard duties required by Irving ISD as part of their daily custodial duties. At the mutually agreed-upon events, custodians will be responsible for maintaining trash receptacles before, during and after the event, cleaning the facility after the event and securing premises once KSK students and staff have left the facility.

249

13) AFTER-SCHOOL AND SUMMER KARATE

- a) The school agrees to provide facilities for after-school training during the school year, subject to campus policies, previously scheduled events and at the discretion of the campus principal.
- b) The school agrees to provide facilities for a KSK summer karate program during the month of June, subject to district and campus policies, previously scheduled events and at the discretion of the campus principal.

14) BLACK BELT CLUB

- a) During the academic year and summer sessions, students who have “graduated” from the middle school/junior high program will be offered the opportunity to continue training in the KSK Black Belt Club with their KSK instructor. There is a Black Belt Club in every KSK school.
- b) Classes will be scheduled either before or after school hours.
- c) We request that the school will make the campus available to these students. These students will be treated as guests on the campus meaning that, for each class, they sign-in and out at the front reception desk, are escorted to the room and may lose their guest privileges according to district and campus policies.

15) INTEGRATION INTO SCHOOL STAFF

- a) It is important that your KSK instructor become integrated into your school community, including attending appropriate faculty meetings.
- b) The primary responsibility of KSK instructors are our KSK students. However, in the interest of integration and the spirit of cooperation, KSK instructors can be assigned campus duty under the following conditions:
 - i) Any required training for the particular duty station will be provided by the district to the KSK instructor in advance.
 - ii) Should assistance be needed with non-KSK students, our KSK instructor may perform additional duty provided a campus faculty or staff member is within visual range at all times to provide supervision and direction.
 - iii) KSK instructors cannot be requested or required to oversee or proctor any state-mandated testing. They can however handle duties such as answering phones, hall duty, delivering lunch or picking up attendance.
 - iv) The district agrees that KSK and its instructor shall be covered by the district's liability insurance in connection with any assigned campus duty. KSK scope of services include teach karate class, provide after school karate programs, coordinate and attend karate tournaments with Irving ISD students, and conduct summer karate programs.
 - v) If, at the sole discretion, Irving ISD determines a KSK instructor has classroom management deficits, Irving ISD may require the instructor's removal from the Irving ISD program and a replacement provided by KSK. In the alternative, and at its sole discretion, Irving ISD may recommend KSK provide the instructors, at KSK sole expense, with additional training in effective classroom management.
 - vi) KSK instructors, while team players and always willing to assist, are not agents of Irving ISD, but independent contractors. As such, they have no authority to act on behalf of Irving ISD and/or express opinions that might reasonably be attributed to Irving ISD or its campus.

250

16) FIELD TRIPS

- a) KSK occasionally hosts extra-curricular events (in addition to tournaments) in which all KSK students are invited to participate.
- b) Any extra-curricular event requires the approval of school officials and KSK management.

17) INSTRUCTOR ABSENCE

- a) Instructors are required to notify KSK management as well as school officials whenever they will be absent. Such notice shall be provided as soon as possible, but not later than two hours prior to the beginning of the school day in an emergency, 24 hours prior to the beginning of the school day in case of an illness and as soon as known for scheduled absences such as vacation and/or training.
- b) In the event of an instructor absence, KSK will make every effort to provide a qualified substitute karate instructor.
- c) If, for some reason, we are unable to provide a substitute, we will notify the appropriate campus personnel, and your school agrees to assume responsibility for providing temporary oversight for students. Should an instructor's absence last more than one instructional week, KSK shall provide a long-term substitute instructor or a replacement instructor. In no event shall Irving ISD be responsible, financial or otherwise, for a

substitute to assume responsibility for oversight of the students for more than five instructional days per academic semester.

18) PROGRAM SUMMARY

- a) KSK provides a physical karate curriculum adapted to the skill level of students throughout the school day based on demand.
- b) Provides a values-based curriculum including in-class lessons and handouts. Upon request of Irving ISD, KSK shall provide Irving ISD with said curriculum including a description of all in-class lessons and handout copies for the district's review and approval.
- c) Provides a qualified black belt instructor for direct instruction.
- d) Provides, on a weekly basis during the academic year, after-school karate classes for existing participants. (The schedule for these classes will be arranged in cooperation between the KSK instructor and school administrative representative).
- e) Provides a four-week summer karate program up to a maximum of three hours per day, Monday through Thursday (as agreed upon by the instructor and principal). Friday's during the summer are instructor development days.
- f) Provides belts for all belt ceremonies.
- g) Provides classroom safety equipment for students in all karate classes.
- h) Provides a representative to work with the school, school district and the community to help implement the program.
- i) Administers criminal background checks and drug tests on KSK employees, including instructors and substitute instructors, as required by law and/or at the sole discretion of Irving ISD. Irving ISD acknowledges that as a contractor, KSK is unable to conduct fingerprint-based criminal background checks, and KSK must rely on the school district to assist with the performance of such checks.

251

19) THE AGREEMENT

- a) This Agreement represents the intentions of both parties to offer the KSK program and curriculum to students at Austin Middle School, Bowie Middle School, Crockett Middle School, de Zavala Middle School, Houston Middle School, Lady Bird Johnson Middle School, Lamar Middle School and Travis Middle School during the 2023-2024 academic year beginning in August 2023.
- b) KSK or the school district may cancel or withdraw from the agreement upon a 30-day written notice with or without cause. Said withdraw shall not take effect until the end of the then current academic semester as defined by Irving ISD's published student calendar.
- c) The school district agrees that, during the term of this agreement and for a period of one (1) year after the termination of this Agreement, it shall not hire, employ or retain as an independent contractor any KSK instructor.
- d) Any notice under this Agreement shall be given if reduced in writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Post Office in the form of registered mail, postage prepaid return receipt request, to the party who is to receive any such notice as the respective address set forth in the signature blocks below.

20) PROGRAM AWARENESS

- a) KSK program and instructor information should be included on the school website for participating campuses in accordance with campus policies and at the discretion of the campus principal.

- b) KSK events should be listed on the school calendar.

21) PROGRAM FUNDING

- a) The KSK program and curriculum total cost exceeds \$100,000 per program. This includes a full-time instructor (salary and benefits), room equipment, uniforms and belts, belt ceremonies, values curriculum, tournament expenses, after school and summer school program costs, special event costs and KSK staff support.
- b) Under this Agreement, Irving ISD will pay \$75,000 per program in the 2023-2024 academic year, totaling \$600,000, for the *KICKSTART KIDS Martial Arts and Character Development Program*. This amount is due within thirty (30) days of initiation of your operating budget. Any exceptions must be requested through David Joe, Chief Financial Officer, at djoe@kickstartkids.org or 713-868-6003, x102.
- c) The remainder of the total expense for each academic year will be the responsibility of the KSK Foundation.
- d) This signed Agreement must be received in our offices no later than July 15th, in order to insure continuation of the program.
- e) This Agreement is expressly made subject to Irving ISD's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal laws. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that Irving ISD has by operation of law.
- f) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless coming after the last date in the signature block of this Agreement and are in writing and signed by both parties.
- g) KSK shall indemnify, defend, and hold Irving ISD, its employees, and Board of Trustees harmless from and against and with respect to any claim, liability, obligation, loss, damage, assessment, judgement, cost and expense or any kind or character, including attorney's fees and expenses, relating to or arising out of this Agreement to the extent directly or indirectly caused by any negligent, wrongful or tortuous act or omission of KSK or its employees or agents while acting in the KSK scope of services. This indemnification shall not apply to actions, activities or omissions of KSK or its employees or agents in connection with any assigned campus duty. Any and all obligations of Irving ISD are expressly contingent upon the availability of funding of each item and obligation contained herein.

252

22) CERTIFICATIONS


- a) Pursuant to Texas Education Code Section 44.034, Vendor, nor any owner or operator of Vendor, has been convicted of a felony. Vendor acknowledges that if the District determines this statement to be false, the District may terminate any or all agreements then currently in effect between Vendor and District.
- b) Pursuant to Texas Government Code §2270.002, Vendor certifies by execution of this document that it does not boycott Israel and will not boycott Israel during the terms of any agreement between Vendor and District.

- c) Pursuant to Texas Government Code §2252.152, Vendor certifies by execution of this document that is not foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts.

Without the appropriate administrative approval, your KSK program may be delayed. Please complete to assure no delay in service to you and your students.

We eagerly anticipate working with the students and staff of Irving ISD. Should you have any questions or concerns, please contact Joan Neuhaus, Executive Director, at jneuhaus@kickstartkids.org or 713-868-6003, x105.

Sincerely,


Joan Neuhaus
Executive Director
Kickstart Kids
Date
28 JUN
2023

Magda Hernandez
Superintendent of Schools
Irving ISD
Date

CONSENT AGENDA
July 17, 2023

TOPIC: Consider Approval of the 2023-2024 Irving ISD Student Code of Conduct

SUBMITTED BY: Dr. Reny Lizardo, Executive Director of Campus Operations

BACKGROUND: The format of the Student Code of Conduct is based on and follows the Texas Association of School Boards (TASB) Model Code of Conduct. The Irving ISD Code of Conduct is the District's specific response to requirements in Chapter 37 of the Texas Education Code. The law requires the District to define misconduct that may or must result in a range of specific disciplinary consequences. This Code of Conduct provides information and direction to students and their parents/guardians regarding expected standards of behavior as well as potential consequences for misconduct. The highlighted material represents areas of the Student Code of Conduct which have been updated to provide more clarity to the disciplinary management of conduct violations or to address in writing issues of concern that were not present in the previous version of the document.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve the 2023-2024 Irving ISD Student Code of Conduct.

RECOMMENDED BOARD MOTION: I move the Board to approve the 2023- 2024 IrvingISD Student Code of Conduct.

Additional Agenda Sheets Attached: Yes



———— 2023-2024 ————

STUDENT CODE OF CONDUCT



ACKNOWLEDGMENT

Dear Student and Parent/Guardian:

As required by state law, the **B**oard of **T**rustees has officially adopted the Student Code of Conduct (hereinafter referred to as "**C**ode") in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent/guardian should each sign this page in the space provided below, and then return this page to the student's school.

Thank you.

Superintendent Magda Hernandez

We acknowledge that we have been offered the option to receive a paper copy of the Irving Independent Student Code of Conduct for the ~~2022-23~~2023-24 school year or to electronically access it on the district's website: [Student Code of Conduct Webpage](#)

We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code. If I have questions regarding the Code of Conduct, I will direct those questions to the campus principal.

We have chosen to:

- Receive a paper copy of the Student Code of Conduct
- Accept responsibility for accessing the Student Code of Conduct on the district's website.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

PHILOSOPHY OF DISCIPLINE

It is the expectation of the Irving Independent School District that inappropriate behavior will not be tolerated. Students are expected to follow District and campus rules, respect faculty and staff, and focus on their academic success. Students who choose to not follow these expectations will be disciplined and held accountable.

The Irving Independent School District is committed to the fair and equitable treatment of all students. No teacher, administrator, nor staff shall discriminate against any student on the basis of sex, race, religion, color, or national origin. The District shall monitor disciplinary placements to ensure ~~removals from~~ ~~removals fm~~ the regular classroom setting are based on thorough and careful assessment of the circumstances of each case.

The Irving ISD Student Code of Conduct has been revised to comply with legislation passed by the 85th Texas Legislature. Addenda to the Code may be issued as the District receives updates on changes to ~~the laws the~~ that govern school discipline or as changes in Board policy are adopted. The Irving ISD will adhere to requirements of all laws as they apply to schools and school districts. The Irving ISD Board of Trustees will be adopting policies addressing all provisions of these laws. A copy of the Board Policies referred to in this document may be obtained from the campus principal's office or the District's website at www.irvingisd.net.

The Irving ISD Code of Conduct is the District's specific response to requirements in Chapter 37 of the Texas Education Code. The law requires the District to define misconduct that may or must result in a range of specific disciplinary consequences. This Code of Conduct provides information and direction to students and their parents/guardians regarding expected standards of behavior as well as potential consequences for misconduct. The following factors will be considered:

- seriousness of the offense
- student's age
- the frequency of the misconduct
- student's attitude
- potential effect of the misconduct on school environment
- the requirements of Chapter 37 of the Education Code
- the Student Code of Conduct adopted by the Board
- self defense
- intent or lack of intent at the time the student engages in the conduct
- the student's disciplinary history
- a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct

No student shall, on the basis of sex, race, religion, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any education program or activity sponsored by this school District except as specifically provided in the Title IX implementing regulations.

The District makes the Irving ISD Code of Conduct available online at <https://www.irvingisd.net/Page/808> but printed copies are available by request at all district campuses and the administration building.

Table of Contents

Irving ISD Student Code of Conduct	v
Student Code of Conduct.....	1
Accessibility.....	1
Purpose.....	1
School District Authority and Jurisdiction.....	2
Campus Behavior Coordinator	2
Threat Assessment and Safe and Supportive School Team	2
Searches.....	2
Reporting Crimes	3
Security Personnel	3
“Parent” Defined	3
Participating in Graduation Activities	3
Unauthorized Persons.....	3
Standards for Student Conduct.....	5
General Conduct Violations	6
Disregard for Authority.....	6
Mistreatment of Others.....	6
Property Offenses.....	6
Possession of Prohibited Items	7
Possession of Telecommunications or Other Electronic Devices	8
Illegal, Prescription, and Over-the-Counter Drugs	8
Misuse of Technology Resources and the Internet.....	9
Guidelines for Acceptable Use of Technology Resources.....	9
Safety Transgressions.....	13
Miscellaneous Offenses	13
Religious Accommodation Request Form.....	15
Student Attendance	17
Discipline Management Techniques.....	18
Students with Disabilities	18
Techniques.....	18
Prohibited Aversive Techniques	19
Notification	20
Appeals.....	20
Removal from the School Bus	21
Bus Conduct	21
Automobile Usage.....	22
Extracurricular Standards of Behavior - Board PolicyFO(LOCAL).....	22

Interrogations, Searches and Electronic Surveillance – BoardPolicy FNF(LOCAL).....	23
Removal from the Regular Educational Setting.....	23
Routine Referral.....	23
Formal Removal	23
Revoking of Transfers.....	24
Student Publications.....	24
In-School Suspension.....	24
Misconduct.....	24
Process.....	24
Out-of-School Suspension	25
Misconduct.....	25
Process.....	25
Disciplinary Alternative Education Program (DAEP) Placement.....	27
Discretionary Placement: Misconduct That May Result in DAEP Placement	27
Mandatory Placement: Misconduct That Requires DAEP Placement.....	28
Sexual Assault and Campus Assignments.....	29
Process.....	29
Length of Placement	30
Appeals.....	31
Restrictions During Placement	31
Placement Review	32
Additional Misconduct.....	32
Notice of Criminal Proceedings	32
Withdrawal During Process	33
Newly Enrolled Students.....	33
Emergency Placement Procedure	33
Transition Services.....	33
Placement and/or Expulsion for Certain Offenses	34
Registered Sex Offenders.....	34
Certain Felonies.....	34
Expulsion.....	37
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	37
Mandatory Expulsion: Misconduct That Requires Expulsion	39
Under Age Ten	40
Process.....	40
Length of Expulsion	42
Withdrawal During Process	42
Additional Misconduct.....	42
Restrictions During Expulsion	42

Newly Enrolled Students.....	43
Emergency Expulsion Procedures.....	43
DAEP Placement of Expelled Students	43
Transition Services.....	43
Glossary.....	44

Irving ISD Student Code of Conduct

~~2021-22~~[2023-24](#) School Year

If you have difficulty accessing the information in this document because of disability, please contact the [Executive](#) Director of Campus Operations at 972-600-5023.

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the [Executive](#) Director of Campus Operations at 972-600-5023.

Purpose

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

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

This ~~Student~~ Code of Conduct has been adopted by Irving Independent School Board of Trustees and developed with the advice of the district-level planning and decision-making committee which included the [Executive](#) Director of Campus Operations, ~~and the Executive Division~~ Directors of School Leadership, ~~and the Chief of Schools~~. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This [Code of Conduct](#) remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

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

Because the ~~Student~~ Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the [Code of Conduct](#) and the Student Handbook, the [Code of Conduct](#) shall prevail.

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

Threat Assessment and Safe and Supportive School Team

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

Searches

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

School District Authority and Jurisdiction

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

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

Reporting Crimes

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

Security Personnel

~~To ensure the security and protection of students, staff, and property, the~~ The board employs utilizes school resource officers (SROs) and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to ~~security staff~~ these persons. ~~The law enforcement duties of district peace officers are listed in policy CKE (LOCAL). Provisions addressing the various types of security personnel can be found in the CKE policy series.~~

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

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

1. The person poses a substantial risk of harm to any person; or

School District Authority and Jurisdiction

2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

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

See **DAEP—Restrictions During Placement** on page [31](#) for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page [25](#), **DAEP Placement** on page [25](#), **Placement and/or Expulsion for Certain Offenses** on page [34](#), and **Expulsion** on page [37](#), those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page [23](#).

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page [34](#).)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

General Conduct Violations

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page [34.](#))
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page [34.](#))
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

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

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 34. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

~~Students shall not:~~

- ~~Students shall not~~ Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.
- All personal telecommunication devices must be turned off during the school day unless used for instructional purposes. These devices include: cell phones and smart phones.
- School hours are determined to be from bell to bell regardless of senior outs and other activities.
- Students may utilize their devices in the classroom for educational purposes with prior approval from the teacher.
- Usage for instruction is up to the discretion of each individual teacher.
- Personal use of cell phones and smart phones will only be permitted before and after school. This applies to use on school premises during the school day (including after-school programs) or while participating in school-related activities off of school premises. (i.e. field trips)
- Students will sign the Student Handbook and District Acceptable Use Policy to acknowledge understanding of these regulations. (Refer to Board Policy CQ (LOCAL), Exhibit B)
- Any electronic communication device that is activated, used, or displayed in a manner that endangers the physical safety or emotional wellbeing of others will be confiscated and held for disciplinary proceedings or turned over to law enforcement. (Refer to Board Policy FNF, FO)
- Using mobile phones to bully and threaten other students is unacceptable and will not be tolerated. In some cases, the use of devices in this manner can constitute criminal behavior. (Refer to Board Policy FFI)
- While in the classroom, District employees may confiscate any electronic communication device if it is not being used for classroom instructional purposes.
- If an electronic communication device is confiscated, it shall be handed over to the campus administration no later than the end of the teacher's workday. The student or student's parent may retrieve their device at the end of the school day from the campus administration. A fee of \$15 ~~will~~ may be charged. (Refer to Board Policy FNCE (LOCAL))
- Students who violate these procedures shall be subject to the disciplinary measures outlined in the Code of Conduct. (Refer to Board Policy FNC, FNCE)
- Repeated infractions of the cell phone or other electronic device guidelines will result in escalated consequences.
- In the event, that personal electronic communication devices are brought to school, the school and school district will not be financially responsible for lost or stolen items.
- If devices are not retrieved by the end of the school year, the District has the right to dispose of or recycle the device.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

General Conduct Violations

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page [25](#) and **Expulsion** on page [37](#) for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student, employee, board member or volunteer at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student, employee, board member, or volunteer at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student, employee, board member, or volunteer at school.

Guidelines for Acceptable Use of Technology Resources

These guidelines are provided here so that students and parents are aware of the responsibilities students accept when they use District-owned hardware, operating system software, application software, stored text, data files, electronic mail, local databases, digitized information, communication technologies, and Internet access. In general, this requires efficient, ethical, and legal utilization of all technology resources. **Expectations are as follows**

General Conduct Violations

- Student use of computers, other technology hardware, software, and computer networks, including the Internet, is only allowed when supervised or granted permission by a staff member.
- All users are expected to follow existing copyright laws. Copyright guidelines are posted and/or available in the library media center of each campus as well as posted on the District's Web site.
- Although the District has an Internet safety plan in place, students are expected to notify a staff member whenever they come across information or messages that are inappropriate, dangerous, threatening, or make them feel uncomfortable.
- Students who identify or know about a security problem are expected to convey the details to their teacher without discussing it with other students.

Unacceptable conduct includes, but is not limited to the following

- Using the network for illegal activities, including copyright, license, or contract violations or downloading inappropriate materials, viruses, and/or software, such as but not limited to hacking and host file-sharing software.
- Using the network for financial or commercial gain, advertising, or political lobbying.
- Accessing or exploring online locations or materials that do not support the curriculum and/or are inappropriate for school assignments, such as, but not limited to pornographic sites.
- Vandalizing and/or tampering with equipment, programs, files, software, system performance, or other components of the network. Use or possession of hacking software is strictly prohibited.
- Causing congestion on the network or interfering with the work of others, e.g., peer-to-peer gaming or broadcast messages to lists or individuals.
- Intentionally wasting finite resources, i.e., downloading and/or streaming of movies or music for non-educational purposes.
- Gaining unauthorized access anywhere on the network.
- Revealing the home address or phone number of one's self or another person.
- Invading the privacy of other individuals.
- Using another user's account, password, or ID card or allowing another user to access your account, password, or ID.
- Coaching, helping, observing, or joining any unauthorized activity on the network.
- Posting anonymous messages or unlawful information on the system.
- Engaging in cyber-bullying, sexting, sexual harassment or using objectionable language in public or private messages, e.g., racist, terroristic, abusive, sexually explicit, threatening, demeaning, stalking, or slanderous.
- Falsifying permission, authorization, or identification documents.
- Obtaining copies of or modifying files, data, or passwords belonging to other users on the network.
- Knowingly placing malware, such as a computer virus, trojan, worms, spyware, etc., on a computer or network.

Acceptable use guidelines for the District's network computer online services areas follows

- Students will have access to all available forms of electronic media and communication that is in support of education and research and in support of the educational goals and objectives of the District.

General Conduct Violations

- Students are responsible for their ethical and educational use of the computer online services in the District.
 - All policies and restrictions of the District's computer online services must be followed.
 - Access to the District's computer online services is a privilege and not a right. Each employee, student, and/or parent will be required to sign the Acceptable Use Policy Agreement Sheet and adhere to the Acceptable Use Guidelines in order to be granted access to District computer online services.
 - The use of any District computer online services in the District must be in support of education and research and in support of the educational goals and objectives of the District.
 - When placing, removing, or restricting access to specific databases or other District computer online services, school officials will apply the same criteria of educational suitability used for other education resources.
 - Transmission of any material that is in violation of any federal or state law is prohibited. This includes, but is not limited to confidential information, copyrighted material, threatening or obscene material, and computer viruses.
 - Any attempt to alter data, the configuration of a computer, or the files of another user without the consent of the individual, campus administrator, or technology administrator, will be considered an act of vandalism and subject to disciplinary action in accordance with the District's Student Code of Conduct ~~booklet~~.

Parents concerned with the District's computer online services at their child's school should refer to EFA(LOCAL): Instructional Resources: Instructional Material Selection and Adoption policy and follow the stated procedure. Any parent wishing to restrict their children's access to any District computer online services will provide this restriction request in writing. Parents will assume responsibility for imposing restrictions only on their own children. **Network Etiquette:** Be polite, Use appropriate language. Do not reveal personal data (home address, phone number of other people). Intent of forwarding email should be on a need-to-know basis. Remember that the other users of the district's computer online services and other networks are human beings whose culture, language, and humor may have different points of reference from your own.

E-mail

- E-mail should be used for educational or administrative purposes only.
- E-mail transmissions, stored data, transmitted data, or any other use of the District's computer online services by students, employees, or any other user shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use.
- All e-mail and all e-mail contents are property of the District.
- The student in whose name a system account and/or computer hardware are issued will be responsible at all times for its appropriate use.
- Noncompliance with the guidelines published here, in the Student Code of Conduct, and in Board Policy CQ (LOCAL) may result in suspension or termination of technology privileges and disciplinary actions. Use or possession of hacking software is strictly prohibited, and violators will be subject to disciplinary consequences of the Student Code of Conduct. Violations of applicable state and federal law, including the Texas Penal Code, Computer Crimes, and Chapter 33 will result in criminal prosecution, as well as disciplinary actions by the District.
- Electronic mail, network usage, and all stored files will not be considered confidential and may be monitored at any time by designated District staff to ensure appropriate use
- The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to violations of computer crime laws. Contents of email and network communications are governed by the Texas Open Records Act; therefore,

proper authorities will be given access to their content.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Fail to visibly wear their student ID badge before, during, or after school hours while on district property (All students must wear their ID badge).
- Fail to complete classroom assignments, homework, projects, and reports as prescribed in the Irving ISD grading procedures as communicated in the Student Handbook.
- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, turning in or using work produced through generative artificial intelligence as the student's own work, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

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

General Conduct Violations

Student Dress

Students shall observe modesty, appropriateness, and neatness in clothing and personal appearance. Any clothing, cosmetics, tattoos, jewelry, contact lenses, hair, or style thereof shall not be worn, nor allowed to be worn, at school or at school-sponsored or school-related activities if it is a disturbing influence and/or interferes with the purposes of such classes or activities.

The following regulations concerning dress and grooming are deemed necessary in order to comply with the foregoing requirements for proper personal appearance and to avoid disruption of school-sponsored or school-related activities:

Pre-K, Elementary, and Middle School students must follow the dress code for their assigned campus.

Clothing Item	Permitted Styles	Special Comments
Tops	<ul style="list-style-type: none"> Short or long-sleeved shirt Pull over sweater/sweatshirt Turtleneck and mock turtleneck 	<ul style="list-style-type: none"> No low-cut necklines visible cleavage All multi-layers of clothing must comply with dress code, <u>if visible</u> No spandex or other stretch material No tank tops, or tops with thin spaghetti straps, <u>or strapless tops</u> All shirts must extend below the hip line No sheer, <u>mesh</u> or see-through <u>tops</u>
Bottoms/Shorts /Capris	<ul style="list-style-type: none"> Pleated or non-pleated slacks Capris must touch the kneecap or below Shorts permitted no more than 2" above the knee 	<ul style="list-style-type: none"> All pants must be worn above the hip level (no sagging) No holes and no skin showing above the knee If belts are worn, they must be always worn inside belt loops <u>at all times</u> and be the appropriate size No studs, brads, or other excessive adornment on belts <u>or other clothing items</u> Must be hemmed properly at <u>the</u> bottom No pajamas, warm-ups, sweatpants, or wind pants
Skirts/Dresses	<ul style="list-style-type: none"> Hem of skirt or kick pleat must be no more than 2" above the kneecap Dresses must have sleeves 	<ul style="list-style-type: none"> Must be hemmed properly at bottom No low-cut neckline (dresses) Leggings and tights may be worn under skirts as long as guidelines for skirts are met. <u>Special comments above pertaining to tops and bottoms/shorts/capris also apply to skirts/dresses</u>
Outerwear	<ul style="list-style-type: none"> Sweatshirt Hooded sweatshirt Jacket, Coat, Windbreaker School-sponsored jacket 	<ul style="list-style-type: none"> Hoods cannot be worn <u>inside</u> the building <u>and must be removed for identification purposes upon request if outside but still on campus or participating in a school-related activity</u> No trench coats <u>No hats cannot be worn inside the building and must be removed for identification purposes upon request if outside but still on campus or participating in a school-related activity</u>
Footwear	<ul style="list-style-type: none"> Must wear shoes High school students can wear athletic sandals with socks 	<ul style="list-style-type: none"> No house shoes (shoes without soles) No shoes with wheels All students must wear closed toed athletic shoes to PE
Hair	<ul style="list-style-type: none"> Neatly groomed No unnatural hair styles may be displayed, nor symbols or gang-style haircuts if it interferes with the educational environment, as determined by the campus administration 	

General Conduct Violations

Other	<ul style="list-style-type: none"> • Clothing, jewelry, or tattoos which displays or advertises <u>or alludes to</u> controlled substances, such as alcohol, tobacco or drugs, or that is lewd and offensive, or obscene is prohibited (weapons, drug or alcohol related) • No gang-related clothing or anything that may be allusive to gang-like affiliation, even if it is not on purpose <ul style="list-style-type: none"> <input type="checkbox"/> No chains or bandanas • All clothing must fit appropriately, not excessively tight or large
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Administrators will have complete and final judgment on all matters concerning interpretation of the dress code. Matters concerning the appearance and dress not specifically covered in the dress code that are disruptive to the educational process are not permitted. **For parents and guardians seeking accommodations for student dress based on their cultural practices or religious beliefs, please see [the](#) attachment on page 145.

Religious Accommodation Request Form

Student Name: _____ ID Number: _____

Campus: _____

1. What areas are potentially affected by your request (please mark all that apply)

<input type="checkbox"/> Dress Code	<input type="checkbox"/> Prayer during school hours
<input type="checkbox"/> Absence from School.	<input type="checkbox"/> Excused from Assignment <input type="checkbox"/> Other

2. With regards to each item checked above, what specific accommodation are you requesting?

3. Please identify your religious affiliation including any specific sub-group or sect.

4. Please provide any additional information you believe is relevant to your request either in writing or by attaching additional documentation to this form.

Name of Parent/Guardian: _____

Telephone number we can reach you at: _____

For Office Use Only:

Received by (print and sign): _____ Date: _____

** *Principals*, all requests **shall** be submitted to the Irving ISD Director of Campus Operations and Attendance Initiatives for review and determination. **

Reviewed by (print and sign): _____ Date: _____

General Conduct Violations

APPROVED.

DENIED

APPROVED IN PART AND DENIED IN PART

If denied in whole or in part, identify the specific requests denied and provide a detailed explanation for denying the request or portion of the request. If no reason is given, the request will be deemed approved.

Student Attendance

In accordance with state law, Irving ISD is required to monitor attendance for all school age students within the Irving ISD boundaries. If a student is found to be out of compliance with state compulsory attendance laws, parent notification as shown below will be provided. If you are concerned about compulsory attendance or receive a letter regarding your student's attendance, please contact the campus and request to speak with the campus attendance officer immediately to schedule a conference.

PARENTS COMPULSORY ATTENDANCE WARNING NOTICE

Parent:

Date:

This letter is to notify you that _____ whom you stand in parental/guardian relationship with has been non-compliant with compulsory school attendance as required by State law. The law in the State of Texas requires a child to attend school in accordance ~~with~~ Texas Education Code 25.085 and Texas Family Code 65.002. The Compulsory Attendance law states:

Unless specifically exempted by Section 25.086, a child who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached the child's 19TH birthday shall attend school.

As a parent, legal guardian, or person standing in parental/guardian relationship to a student, you are responsible for monitoring the student's school attendance and requiring the student to attend school. You must request a conference immediately with the school administration and the school Attendance Officer to discuss the absences and their consequences. If, after this warning, your student continues to demonstrate truant conduct as defined by the law, the parent/guardian commits the offense of PARENT CONTRIBUTING TO NONATTENDANCE and may be subject to adjudication by the court. **The Texas Family Code 65.103 & Texas Education Code 25.093, provide that conviction of this offense is a Misdemeanor punishable by fines up to \$100.00 for first time offenders. Each day the student remains out of school after this warning has been given or the student is ordered to attend school by the court, may constitute a separate offense.**

- A maximum of \$100 for a first offense
- A maximum of \$200 for a second offense
- A maximum of \$300 for a third offense
- A maximum of \$400 for a fourth offense
- A maximum of \$500 for a fifth offense

A student's unexcused absence as defined by the law may constitute the offense of TRUANT CONDUCT which is defined by the Texas Education Code 25.094 and/or TRUANCY which is defined in the Texas Family Code 51.03(b)(2). **Truancy is the absence of a child on 10 or more days or parts of days within a six-month period from school.**

If a student is truant, the school Attendance Officer must refer the child to court for appropriate legal action. This may result in the student being filed or adjudicated as a "**Child in need of supervision**" pursuant to the Texas Family Code. Additionally, the child shall be disciplined accordingly with school district's policy regarding truancy. The charges of PARENT CONTRIBUTING TO NONATTENDANCE and FAILURE TO ATTEND SCHOOL are serious offenses. The conviction and/or adjudication of these offenses may result in monetary fines, court costs and other consequences against you and your child. Please take due notice of this warning and take appropriate measures to ensure that your child immediately attends school regularly. *Please contact the **campus attendance officer** immediately to schedule a conference regarding your child's attendance.*

Discipline Management Techniques

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

Students with Disabilities

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

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

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

Techniques

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

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

Discipline Management Techniques

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- ~~Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.~~
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page [25](#).
- Placement in a DAEP, as specified in **DAEP** on page [25](#).
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page [34](#).
- Expulsion, as specified in **Expulsion** on page [37](#).
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

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

Discipline Management Techniques

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

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

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

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

Appeals

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

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

Removal from the School Bus

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

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

Bus Conduct

The State of Texas, through the Dallas County superintendent's office, provides free transportation for students living more than two miles from the school in their attendance area. All designated bus routes and stops are scheduled through the county superintendent's office. When riding school buses, students are under the direct supervision of school authorities and are subject to the same regulations governing conduct and behavior as when in the classrooms. Students are expected to show respect for the driver's authority. Principals have the authority to temporarily deprive students of transportation privileges for repeated misconduct on buses.

Drivers are expected to confer with principals regarding any infractions of rules and regulations concerning the operation of school buses. Certain responsibilities go with the privilege of bus transportation. Cooperation of every person who rides the school bus or accompanies a student to a bus stop is necessary for the safety and comfort of all.

The following regulations are in effect during the operation of the bus:

- The driver is in charge of the bus and students. Students will obey the driver promptly.
- Students must be on time. The bus cannot wait for those who are tardy.
- Students will be seated after entering a bus and remain seated at all times while the bus is in motion.
- Students will not have arms or any other part of their bodies out of the windows while the bus is in motion.
- The use of tobacco, alcohol, or any other prohibited substance is not permitted on the bus or on grounds while waiting for the bus.
- Scuffling, throwing objects, excessively loud talk, or acting in any manner that may cause injury or annoyance to other students is strictly prohibited.
- Students will help maintain the cleanliness of the bus.
- Any willful damage done to the bus must be paid for by the responsible student(s) or parents, in accordance with District policy.
- If it is necessary to cross to the other side of the road or street after exiting the bus, the crosswalk will be made in front of the bus.

Removal from the School Bus

- The emergency door will be used for emergencies only. Except in case of emergency, students will get on and off through the front door.
- The bus will travel on passable roads only. If, in the opinion of the bus driver, a road is impassable due to inclement weather, it will be the obligation of the student to meet the bus on the nearest passable road, or it will be the obligation of the parent to get the student to school.
- Only students who live more than 2 miles from their home campus as designated by their verified enrollment address may be eligible for bus transportation to and from school. Transportation is not provided for students on transfer.
- School buses will not be stopped by any person for any reason unless there is an emergency. Parents or others accompanying students to the bus stop must remain outside of the bus at all times and must treat all students and staff in a respectful manner.
- School buses are not to be backed up while in use. If there is not a safe and proper place to turn around, buses will not be required to stop.
- All complaints will be referred to the campus principal.

Automobile Usage

Only high school students possessing a valid automobile driver's license and insurance are authorized to drive cars to and from school. The proof of insurance on the vehicle shall include the student's name when provided to the campus. Students are to exercise utmost caution driving on the school parking area and must observe a maximum speed of 10 mph. Students must obtain parking permits and must park in the designated area. Back-in parking is not permitted. Permits may be revoked for abuse of parking rules. Students will not loiter in the parking lot or in cars. Cars may not be removed during school hours without a pass signed by an administrator. No adult or outsider will be permitted to remove a car without a pass signed by the principal or assistant principal. Principals may establish posted tow away zones at various locations at their campus. Violators will be dealt with by the school administration, and, in some cases, the cars may be towed away, or wheel immobilizer (boots) may be placed on wheels. Owners are responsible for paying towing and storage and/or immobilizer fees and/or costs. A law or ordinance regulating traffic on a public highway or street applies to the operation of a vehicle on school property (TEC 37.102).

For violations of any of the above rules, a student will be reported to the school principal having supervisory control over the student.

Extracurricular Standards of Behavior - Board Policy FO(LOCAL)

With the annual review and approval of the principal and Superintendent or designee, sponsors and coaches of extracurricular activities, including interscholastic athletics and marching band, may develop and enforce standards of behavior that are higher than the district-developed ~~Student~~ Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs ~~any time~~, on or off school property. No provision of an extracurricular behavioral standard shall have the effect of discriminating on the basis of sex, race, disability, religion, or ethnicity. Students shall be informed of any extracurricular behavior standards at the beginning of each school year, or in the case of interscholastic athletics and marching band, at the time the students report for work out or practices that

Removal from the Regular Educational Setting

occur prior to the actual beginning of classes. Students and their parents shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity. Organizational standards of behavior of an extracurricular activity are independent of the ~~Student~~ Code of Conduct. Violations of these extracurricular standards of behavior that are also violations of the ~~Student~~ Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violations of organizational standards of behavior of an extracurricular activity or for violation of the ~~Student~~ Code of Conduct.

Interrogations, Searches and Electronic Surveillance – Board Policy FNF(LOCAL)

School authorities may search a student, student lockers, student automobiles or other possessions or property under a student's control and may seize any prohibited, illegal or otherwise unlawful contraband, including weapons, discovered as a result of the search. Such searches may be conducted when there is reasonable belief/cause or upon securing the student's voluntary consent. The administration is authorized to utilize canines whose reliability and accuracy for sniffing out contraband has been established to aid in the search for contraband in school-owned property and automobiles parked on school property. **Metal detectors may be used in response to a safety concern or on a random-or safety needing basis to detect and deter weapons-related infractions.** If any contraband, including weapons, is found, the student is subject to appropriate disciplinary action, including removal, suspension, or expulsion. Electronic surveillance may be used to monitor student behavior and school owned property. Student behavior recorded on electronic surveillance equipment is subject to all provisions of the ~~Student~~ Code of Conduct.

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may initiate a formal removal from class if:

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

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

In-School Suspension

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

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

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

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

Returning a Student to the Classroom

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

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

Revoking of Transfers

The District has the right to revoke the transfer of a student for violating the District's Code of Conduct and/or District Policy and guidelines pertaining to transfers.

Student Publications

All publications edited, printed, or distributed in the name of or within one of the District's schools shall be under the control of the school administration and the School Board pursuant to Board Policy FMA (LOCAL).

In-School Suspension

Misconduct

Students may be removed from the regular classroom and assigned to In-School-Suspension for any behavior listed in this Code [of Conduct](#) as a General Conduct Violation.

Process

A special area in each school may be designated as the In-School Suspension (ISS) room and supervised by a teacher, administrator, or other designated staff member. In this setting, the student receives, to the extent possible, assignments/instruction in each course with little or no opportunities for social interaction with peers. The intent of this disciplinary action is to deter student misbehavior, and reduce incidences of school disruption, while providing students the best educational opportunities possible. The length of time for this

Out-of-School Suspension

action will be determined by the nature of the discipline problem and the cooperation of the student and his/her parents or guardians.

Although the length of assignment to In-School-Suspension is unlimited, no student should accumulate more than 30 days of placement in ISS during the school year.

The appropriate administrator will determine any restrictions on participation in school sponsored or school related extracurricular and co-curricular activities while serving the assignment to In-School-Suspension.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code [of Conduct](#) as a general conduct violation, DAEP offense, or expellable offense.

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

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

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

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

Process

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

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

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

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

1. Self-defense (see **glossary**),

Out-of-School Suspension

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

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

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

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

7. Self-defense (see **glossary**),
8. Intent or lack of intent at the time the student engaged in the conduct,
9. The student's disciplinary history,
10. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
11. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
12. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

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

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - ~~Sells, gives, or delivers to another person or possesses, uses, or is under the influence of of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.~~ (School-related felony drug offenses are addressed in **Expulsion** on page 37.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
 - ~~Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.~~
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, ~~if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 35.)~~
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - ~~Sells, gives, or delivers to another person or possesses or uses an e-cigarette.~~
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is ~~between~~ six to and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.

- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 37.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

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

Conference

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

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

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

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

Consideration of Mitigating Factors

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

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,

3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order [and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services](#) shall be sent to the student and the student's parent.

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

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

DAEP at Capacity

[If a DAEP is at capacity at the time the campus behavior coordinator is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.](#)

[If a DAEP is at capacity at the time the campus behavior coordinator is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.](#)

Coursework Notice

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

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code [of Conduct](#).

Exceeds 60 Days

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

Appeals

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

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

Appeals shall begin at Level 1 with the principal.

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

Restrictions During Placement

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

The district shall provide transportation to students in a DAEP.

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

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent except under the circumstances described on page 24, [Returning a Student to the Classroom](#).

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees, or the extended placement is in the best interest of the student.

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

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

Certain Felonies

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

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

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

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page [25](#).)

Any Location

A student **may** be expelled for:

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

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

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

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

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony ~~drug or alcohol-related offense~~ controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

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

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

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

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

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

Under Age Ten

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

Process

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

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

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

Hearing

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

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

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

The board of trustees' delegates to the **c**Campus **p**Principal authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

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

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

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

Not later than the second business day after the hearing, the Principal of the Student Reassignment Center shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Such term does not include an antique firearm.

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

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

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hand up or disengage the connection;
 - e.f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - d.g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and

h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or

e.i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

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

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

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

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

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

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

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

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

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

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

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

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

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

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

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

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

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

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

Serious misbehavior means:

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

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

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

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

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

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

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

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

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

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

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

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

JULY 2023 REPORT FROM DIVISION OF BUSINESS SERVICES

TAX OFFICE

Total Tax Collections for June 2023 are \$ 458,902.56

	<u>JUNE 2023</u>	<u>YEAR TO DATE</u>
Current Year	\$ 376,270	\$ 214,821,443
Delinquent	\$ (42,312)	\$ 25,079
Penalty & Interest	\$ 124,877	\$ 1,687,244
Other	\$ 68	\$ 2,007
Total	<u>\$ 458,903</u>	<u>\$ 216,535,773</u>

BUSINESS SERVICES

Payroll for June 2023 was paid as follows:

	<u>GROSS PAY</u>	<u>BENEFITS</u>	<u>TOTAL</u>
Local Maintenance	\$ 18,830,501	\$ 3,642,204	\$ 22,472,795
Special Revenue	\$ 2,094,464	\$ 345,654	\$ 2,440,119
Total	<u>\$ 20,925,056</u>	<u>\$ 3,987,858</u>	<u>\$ 24,912,914</u>

INVESTMENT EARNINGS REPORT

	<u>MAY 2023</u>	<u>YEAR TO DATE</u>
Local Maintenance	\$ 660,083	\$ 4,270,435
Federal Programs	\$ 127,171	\$ 909,635
Interest & Sinking	\$ 40,207	\$ 288,266
Capital Projects	-	-
Internal Service	\$ 9,575	\$ 68,490
Total All Funds	<u>\$ 837,036</u>	<u>\$ 5,536,826</u>

MEMO

TO: Fernando Natividad, Chief Financial Officer
FROM: Cher Elzy, Director Tax Operations
SUBJECT: Monthly Tax Report
DATE: July 17, 2023

Attached for your consideration is the collection activity for the month of June 2023.

Our monthly collections for June reflect \$(42,312) in delinquent collections and \$376,270 in current collections and \$124,877 in penalty and interest. Adjustments made (\$2,319,253) in changes to delinquent tax years and \$3,941,060 in changes made to current year. Our current year (2022) reflects a beginning roll of \$214,628,516. Total ending receivable balance for all years is \$8,451,456 for the month of June 2023.

**IRVING INDEPENDENT SCHOOL DISTRICT
JUNE 2023
TAX COLLECTION REPORT**

IIISD:

	M-T-D FY 2021-2022	M-T-D FY 2022-2023	Y-T-D FY 2021-2022	Y-T-D FY 2022-2023
Current Year	182,159.05	376,269.67	195,053,737.18	214,821,442.87
Delinquent	(122,802.21)	(42,311.56)	(877,190.14)	25,079.29
Penalty & Interest	82,149.96	124,876.73	1,275,042.83	1,687,243.81
Other	241.11	67.72	2,068.68	2,007.47
Sub-Total	141,747.91	458,902.56	195,453,658.55	216,535,773.44

Revenue year-to-date
compared to prior fiscal year 21,082,114.89

OTHER COLLECTIONS:

Research Fees	0.00	200.00
Attorney Fees	51,611.47	601,184.15
Court Costs	0.00	0.00
Rendition Penalty	140.85	15,130.48

REFUNDS:

	679.18	22,140.59
Total Collections	511,334.06	217,174,428.66

ACTIVITY SUMMARY:

	FY 2021-2022	FY 2022-2023
Collection Percentage Current Year Compared to Prior Year	98.60%	98.29%

RECEIVABLES YEAR-TO-DATE SUMMARY

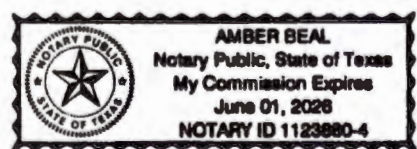
	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	214,628,516.33	7,047,655.33	221,676,171.66
Adjustments	3,941,059.70	(2,319,252.86)	1,621,806.84
Levy Paid	214,821,442.87	25,079.29	214,846,522.16
Ending Balance	3,748,133.16	4,703,323.18	8,451,456.34

I hereby certify the above report of tax collections to be true and accurate accounting of the revenues collected for as of the above report date according to and to the extent of the records of my office.

Cheryl Elzy
Cheryl Elzy, Tax Assessor/Collector, IIA

Signed and sworn before me this 3rd day of July, 2023

Amber Beal
Notary Public, State of Texas



2022-2023 INVESTMENT INTEREST EARNINGS

FUNDS

	SEP 2022	OCT 2022	NOV 2022	QUARTERLY TOTAL
LOCAL MAINTENANCE	\$133,691	\$194,319	\$227,182	\$555,192
FEDERAL PROGRAMS	61,673	76,993	89,215	227,881
INTEREST & SINKING	18,251	22,842	26,519	67,612
CAPITAL PROJECTS				0
INTERNAL SERVICE	4,644	5,797	6,717	17,158
TOTAL ALL FUNDS	\$218,259	\$299,951	\$349,633	\$867,843

% CHANGE FROM PRIOR MONTH/QUARTER 38.53% 37.43% 16.56% 94.55%

	DEC 2022	JAN 2023	FEB 2023	QUARTERLY TOTAL
GENERAL OPERATING	\$360,246	\$569,552	\$732,210	\$1,662,008
FEDERAL PROGRAMS	103,599	110,184	103,903	317,685
INTEREST & SINKING	32,916	38,452	34,286	105,653
CAPITAL PROJECTS				0
INTERNAL SERVICE	7,800	8,296	7,823	23,920
TOTAL ALL FUNDS	\$504,561	\$726,484	\$878,222	\$2,109,267

% CHANGE FROM PRIOR MONTH/QUARTER 44.31% 43.98% 20.89% 143.05%

	MAR 2023	APR 2023	MAY 2023	QUARTERLY TOTAL
GENERAL OPERATING	\$725,956	\$667,195	\$660,083	\$2,053,235
FEDERAL PROGRAMS	117,964	118,934	127,171	364,069
INTEREST & SINKING	37,244	37,550	40,207	115,001
CAPITAL PROJECTS				0
INTERNAL SERVICE	8,882	8,955	9,575	27,412
TOTAL ALL FUNDS	\$890,046	\$832,634	\$837,037	\$2,559,717

% CHANGE FROM PRIOR MONTH/QUARTER 1.35% -6.45% 0.53%

	JUN 2023	JUL 2023	AUG 2023	QUARTERLY TOTAL
GENERAL OPERATING				\$0
FEDERAL PROGRAMS				0
INTEREST & SINKING				0
CAPITAL PROJECTS				0
INTERNAL SERVICE				0
TOTAL ALL FUNDS	\$0	\$0	\$0	\$0

% CHANGE FROM PRIOR MONTH/QUARTER -100.00% #DIV/0! #DIV/0!

ALL FUNDS	YEAR TO DATE TOTAL
GENERAL OPERATING	\$4,270,435
FEDERAL PROGRAMS	909,635
INTEREST & SINKING	288,266
CAPITAL PROJECTS	0
INTERNAL SERVICE	68,490
GRAND TOTAL ALL FUNDS	\$5,536,827

ALL FUNDS	2021-2022		SEP 2020-MAY 2021	2020-2021	
	AMOUNT CHANGE	PERCENTAGE CHANGE		AMOUNT CHANGE	PERCENTAGE CHANGE
GENERAL OPERATING	\$307,685	\$3,962,750	\$204,073	\$4,066,362	1992.60%
FEDERAL PROGRAMS	37,156	872,480	15,612	\$894,023	5726.45%
INTEREST & SINKING	5,557	282,709	12,677	\$275,589	2173.89%
CAPITAL PROJECTS	-	-	-	-	-
INTERNAL SERVICE	3,508	64,982	2,127	\$66,363	3120.61%
GRAND TOTAL ALL FUNDS	\$353,905	\$5,182,921	\$234,489	\$5,302,337	2261.23%

TOTAL PORTFOLIO AS OF MAY	INCREASE/ (DECREASE) FROM PRIOR YEAR	CD AVERAGE INTEREST YIELD	LGIP AVERAGE INTEREST YIELD	AGENCY AVERAGE INTEREST YIELD	TOTAL AVERAGE INTEREST YIELD
2023	203,830,184	27,166,890	---	---	---
2022	176,663,294	(7,428,400)	---	---	---
2021	184,091,694	10,210,258	---	---	---
2020	173,881,437	(6,933,243)	---	---	---
2019	180,814,680	4,807,606	---	---	---
2018	176,007,073	18,769,956	---	---	---
2017	157,237,117	(8,355,205)	---	---	---
2016	165,592,322	(358,857)	---	---	---
2015	165,951,179	165,951,179	---	---	---

Irving Independent School District



Investment Report

For The Quarter Ended May 31, 2023

This report summarizes the investment position of Irving Independent School District for the fiscal year ended May 31, 2023

	5/31/2023	2/28/2023	5/31/2022
Book Value	214,199,783	262,499,085	192,233,792
Market Value	213,830,184	261,960,342	191,655,840
Par Value	214,199,783	262,499,085	192,233,792
Change in Market Value	(293,497)	663,096	372,538
Portfolio Yield-to-Maturity @ Cost	4.7200	3.8440	0.6052
Portfolio Weighted Average Maturity (WAM)	32.40	22.58	201.28
Yield-to-Maturity of 6 Month CD	5.590	5.250	1.890
Yield-to-Maturity of 6 Month Treasury Bill	5.420	5.147	1.578
Yield-to-Maturity of 1 Year Treasury Bill	5.173	5.01	2.05
Yield-to-Maturity of 2 Year Treasury Bill	4.403	4.819	2.478
Yield-to-Maturity of 3 Year Treasury Bill	4.047	4.529	2.725
Accrued Interest Ending Balance	95,141	154,118	56,458

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 Lalee
 Director of Business Operations


 MiEisha Runnels
 Accounting Supervisor

TO: Fernando Natividad, Chief Financial Officer

FROM: Mahdia Lalee, Director of Business Operations

RE: Investment Report for Quarter Ended May 31, 2023

On May 31, 2023 the district held \$214,199,783 within the following investments and the percentage to the total portfolio.

	AS OF 05/31/2023		AS OF 02/28/2023		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	7.00%	15,000,000	5.71%	-	0.00%
Local Government Investment Pools	164,987,412	77.03%	203,474,785	77.51%	(38,487,373)	-18.92%
US Agencies	12,805,000	5.98%	22,805,000	8.69%	(10,000,000)	-43.85%
Money Market Account	21,407,371	9.99%	21,219,300	8.08%	188,071	0.89%
Total	214,199,783		262,499,085		(48,299,302)	-18.40%
	AS OF 02/28/2023		AS OF 11/30/2022		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	5.71%	15,000,000	9.42%	-	0.00%
Local Government Investment Pools	203,474,785	77.51%	100,387,942	63.03%	103,086,844	102.69%
US Agencies	22,805,000	8.69%	22,805,000	14.32%	-	0.00%
Money Market Account	21,219,300	8.08%	21,066,771	13.23%	152,530	0.72%
Total	262,499,085		159,259,712		103,239,373	64.82%
	AS OF 11/30/2022		AS OF 8/31/2022		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	9.42%	15,000,000	9.10%	-	0.00%
Local Government Investment Pools	100,387,942	63.03%	86,035,717	52.22%	14,352,225	16.68%
US Agencies	22,805,000	14.32%	22,805,000	13.84%	-	0.00%
Money Market Account	21,066,771	13.23%	40,905,378	24.83%	(19,838,608)	-48.50%
Total	159,259,712		164,746,095		(5,486,382)	-3.33%
	AS OF 8/31/2022		AS OF 5/31/2022		QUARTERLY CHANGE	
Certificates of Deposit	15,000,000	9.10%	15,000,000	7.80%	-	0.00%
Local Government Investment Pools	86,035,717	52.22%	113,589,380	59.09%	(27,553,663)	-24.26%
US Agencies	22,805,000	13.84%	22,805,000	11.86%	-	0.00%
Money Market Account	40,905,378	24.83%	40,839,413	21.24%	65,965	0.16%
Total	164,746,095		192,233,792		(27,487,698)	-14.30%
	AS OF 05/31/2023		AS OF 5/31/2022		YEARLY CHANGE	
Certificates of Deposit	15,000,000	7.00%	15,000,000	7.80%	-	0.00%
Local Government Investment Pools	164,987,412	77.03%	113,589,380	59.09%	51,398,032	45.25%
US Agencies	12,805,000	5.98%	22,805,000	11.86%	(10,000,000)	-43.85%
Money Market Account	21,407,371	9.99%	40,839,413	21.24%	(19,432,042)	-47.58%
Total	214,199,783		192,233,792		21,965,991	11.43%

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
MAY 2023	17.11	0.77	0.10	14.42	32.40
FEB 2023	3.41	0.78	0.08	18.31	22.58
NOV 2022	14.1	0.63	0.13	43.07	57.93
AUG 2022	21.91	0.52	0.25	54.24	76.92
MAY 2022	28.48	0.59	0.21	172.00	201.28

DAYS TO MATURITY

Quarter Ended	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency
MAY 2023	244	1	1	241
FEB 2023	60	1	1	211
NOV 2022	150	1	1	301
AUG 2022	241	1	1	392
MAY 2022	365	1	1	1450

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
MAY 2023	4.832	5.179	3.769	0.267	4.720
FEB 2023	1.10	4.514	3.128	0.226	3.835
NOV 2022	1.10	3.824	2.636	0.156	2.885
AUG 2022	1.10	2.229	0.795	0.156	1.483
MAY 2022	1.10	0.785	0.175	0.156	0.605

The following table is agency balances per period indicated by fund

Quarter Ended	Fund 199	Fund 599	Fund 671	Fund 674	Total
MAY 2023	12,805,000	-	-	-	12,805,000
FEB 2023	22,805,000	-	-	-	22,805,000
NOV 2022	22,805,000	-	-	-	22,805,000
AUG 2022	22,805,000	-	-	-	22,805,000
MAY 2022	22,805,000	-	-	-	22,805,000

For the quarter ended May 31, 2023 the following data provides a comparison to prior year by fund and by security type. The change from the prior year was a 11.43% increase in the amount of \$21,965,991 the change from the prior quarter was a 18.40% decrease in the amount of \$48,299,302

May 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,407,371	15,000,000	124,761,082	12,805,000	173,973,453
240			28,889,145		28,889,145
599			9,162,006		9,162,006
679					-
681					-
682					-
687					-
771			2,175,179		2,175,179
Total	21,407,371	15,000,000	164,987,412	12,805,000	214,199,783
% to Total	9.99%	7.00%	77.03%	5.98%	

May 2022

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	40,839,413	15,000,000	83,964,603	22,805,000	162,609,015
240			25,099,350		25,099,350
599			2,427,752		2,427,752
679					-
681					-
682					-
687					-
771			2,097,676		2,097,676
Total	40,839,413	15,000,000	113,589,380	22,805,000	192,233,792
% to Total	21.24%	7.80%	59.09%	11.86%	

YEARLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	(19,432,042)	-	40,796,479	(10,000,000)	11,364,438
240	-	-	3,789,795	-	3,789,795
599	-	-	6,734,255	-	6,734,255
679	-	-	-	-	-
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	77,504	-	77,504
Total	(19,432,042)	-	51,398,032	(10,000,000)	21,965,991
% to Total	-88.46%	0.00%	233.99%	-45.52%	

YEARLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	-47.58%	0.00%	48.59%	-43.85%	6.99%
240	0.00%	0.00%	15.10%	0.00%	15.10%
599	0.00%	0.00%	277.39%	0.00%	277.39%
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%	3.69%	0.00%	3.69%
Total	-47.58%	0.00%	45.25%	-43.85%	11.43%

May 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,407,371	15,000,000	124,761,082	12,805,000	173,973,453
240			28,889,145		28,889,145
599			9,162,006		9,162,006

679					-
681					-
682					-
687					-
771			2,175,179		2,175,179
Total	21,407,371	15,000,000	164,987,412	12,805,000	214,199,783
% to Total	9.99%	7.00%	77.03%	5.98%	

February 2023

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	21,219,300	15,000,000	163,754,437	22,805,000	222,778,737
240			28,525,076		28,525,076
599			9,047,505		9,047,505
679					-
681					-
682					-
687					-
771			2,147,767		2,147,767
Total	21,219,300	15,000,000	203,474,785	22,805,000	262,499,085
% to Total	9.91%	7.00%	94.99%	10.65%	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	188,071	-	(38,993,355)	(10,000,000)	(48,805,284)
240	-	-	364,069	-	364,069
599	-	-	114,501	-	114,501
679	-	-	-	-	-
681	-	-	-	-	-
682	-	-	-	-	-
687	-	-	-	-	-
771	-	-	27,412	-	27,412
Total	188,071	-	(38,487,373)	(10,000,000)	(48,299,302)
% to Total	-0.39%	0.00%	79.69%	20.70%	

QUARTERLY CHANGE

Fund	Money Market Account	Certificates of Deposit	Local Government Investment Pools	US Agencies	Total
199	0.89%	0.00%	-23.81%	-43.85%	-21.91%
240	0.00%	0.00%	1.28%	0.00%	1.28%
599	0.00%	0.00%	1.27%	0.00%	1.27%
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%	1.28%	0.00%	1.28%
Total	0.89%	0.00%	-18.92%	-43.85%	-18.40%

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	Fiscal YTD
	Fund	MAR 2023	APR 2023	MAY 2023	SEP - NOV 2022	DEC - FEB 2023	MAR - MAY 2023	SEP 2022 - AUG 2023
Local Maintenance	199	725,956	667,195	660,083	555,192	1,662,008	2,053,235	4,270,435
Federal Programs	240	117,964	118,934	127,171	227,881	317,685	364,069	909,635
Interest & Sinking	599	37,244	37,550	40,207	67,612	105,653	115,001	288,266
Capital Projects	600s				0	0	0	0
Internal Service	771	8,882	8,955	9,575	17,158	23,920	27,412	68,490
Total		890,046	832,634	837,037	867,843	2,109,267	2,559,717	5,536,827

		Month	Month	Month	Quarter	Quarter	Quarter	Fiscal YTD
	Fund	MAR 2022	APR 2022	MAY 2022	SEP - NOV 2021	DEC - FEB 2022	MAR - MAY 2022	SEP 2021 - AUG 2022
Local Maintenance	199	45,278	53,614	79,374	54,626	74,794	178,266	307,685
Federal Programs	240	5,098	8,971	17,324	1,588	4,175	31,393	37,155
Interest & Sinking	599	459	781	1,502	1,070	1,746	2,742	5,557
Capital Projects	600s				0	0	0	0
Internal Service	771	508	813	1,448	246	492	2,769	3,508
Total		51,343	64,178	99,648	57,529	81,207	215,169	353,905

From Prior Year								
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	680,678	613,582	580,709	500,566	1,587,214	1,874,969	3,962,750
Federal Programs	240	112,866	109,963	109,847	226,294	313,510	332,676	872,480
Interest & Sinking	599	36,785	36,769	38,705	66,542	103,907	112,259	282,709
Capital Projects	600s	0	0	0	0	0	0	0
Internal Service	771	8,374	8,142	8,127	16,912	23,428	24,643	64,982
Total		838,704	768,456	737,388	810,314	2,028,060	2,344,548	5,182,921

From Prior Year								
		Month	Month	Month	1st Quarter	2nd Quarter	3rd Quarter	Fiscal YTD
	Fund	Change	Change	Change	Change	Change	Change	Change
Local Maintenance	199	1503%	1144%	732%	916%	2122%	1052%	1288%
Federal Programs	240	2214%	1226%	634%	14254%	7509%	1060%	2348%
Interest & Sinking	599	8019%	4710%	2576%	6221%	5951%	4094%	5087%
Capital Projects	600s	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Internal Service	771	1647%	1001%	561%	6863%	4762%	890%	1853%
Total		1634%	1197%	740%	1409%	2497%	1090%	1464%

The following table is accrued interest as indicated for the quarter ended May 31, 2023

Description	CUSIP	Settlement Date	YTM @ Cost	Book Value	Ending Market Value	Maturity Date	Accrued Interest
FHLB .035% 3/15/24	3130ALKM5	03/15/21	0.3100	5,000,000	4,874,150	11/30/23	3,694
UST Note 0.125% 3/31/23	91282CBU4	03/11/21	0.3500	5,000,000	4,804,300	03/15/24	3,125
Univ of Houston Muni	914302HA5	03/03/21	0.0424	2,805,000	2,756,951	02/15/24	24,778
Dallas Capital Bank CD	BK CD	04/20/23	4.8320	5,000,000	5,000,000	01/23/24	27,801
Dallas Capital Bank CD	BK CD	05/03/23	4.8320	10,000,000	10,000,000	02/03/24	35,744
Total				27,805,000	27,435,401		95,141

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
MAY 2023	660,083	127,171	40,207		9,575	837,037	2,559,717	5,536,827
APR 2023	667,195	118,934	37,550		8,955	832,634		
MAR 2023	725,956	117,964	37,244		8,882	890,046		
FEB 2023	732,210	103,903	34,286		7,823	878,222	2,109,267	2,977,110
JAN 2023	569,552	110,184	38,452		8,296	726,484		
DEC 2022	360,246	103,599	32,916		7,800	504,561		
NOV 2022	227,182	89,215	26,519		6,717	349,633	867,843	867,843
OCT 2022	194,319	76,993	22,842		5,797	299,951		
SEP 2022	133,691	61,673	18,251		4,644	218,259		
AUG 2022	151,721	54,340	11,067		4,092	221,219	517,882	617,530
JUL 2022	132,880	35,723	3,288		2,925	174,816		
JUNE 2022	93,774	23,893	2,183		1,997	121,847		
MAY 2022	79,374	17,324	1,502		1,448	99,648	99,648	99,648

The average monthly rates as per each local government investment pool have shown fluctuations during the periods indicated.

Month	LOGIC	LoneStar	TexasClass	TexPool	TexStar
MAY 2023	5.187	5.040	5.195	5.004	5.047
APR 2023	4.997	4.820	5.042	4.798	4.829
MAR 2023	4.816	4.640	4.860	4.611	4.607
FEB 2023	4.816	4.540	4.758	4.499	4.492
JAN 2023	4.554	4.310	4.574	4.244	4.252
DEC 2022	4.317	4.080	4.317	3.980	3.968
NOV 2022	3.929	3.74	3.8546	3.559	3.559
OCT 2022	3.1167	3.07	3.2287	2.8531	2.8531
SEP 2022	2.4756	2.48	2.6788	2.2941	2.2941
AUG 2022	2.162	2.15	2.2891	2.1627	1.947
JUL 2022	1.6538	1.51	1.6392	1.5206	1.401
JUN 2022	1.1797	0.98	1.1577	1.0013	0.985
MAY 2022	0.8113	0.58	0.813	0.728	0.6459

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
MAY 2023	4.832	5.179	3.769	0.267	4.720
FEB 2023	1.100	4.527	3.128	0.226	3.844
NOV 2022	1.100	3.824	2.636	0.156	2.885
AUG 2022	1.100	2.229	0.795	0.156	1.483
MAY 2022	1.100	0.785	0.175	0.156	0.605

Historically, the ending portfolio balances per type is as follows:

Month	Certificates of Deposit	Local Government Investment Pools	Money Market Acct	US Agency	Total
MAY 2023	15,000,000	164,987,412	21,407,371	12,805,000	214,199,783
FEB 2023	15,000,000	203,474,785	21,219,300	22,805,000	262,499,085
NOV 2022	15,000,000	100,387,942	21,066,771	22,805,000	159,259,712
AUG 2022	15,000,000	86,035,717	40,905,378	22,805,000	164,746,095
MAY 2022	15,000,000	113,589,380	40,839,413	22,805,000	192,233,792

Irving Independent School District
Investment Report - by Fund
For the Quarter Ended in May 31, 2023

Description	CU5IP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
199 - General Operating											
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,874,150.00	5,000,000.00	5,000,000.00	11/30/23	183	2.33%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.350	5,000,000.00	100	4,804,300.00	5,000,000.00	5,000,000.00	3/15/24	289	2.33%
Univ of Houston Muni	914302HA5	3/3/21	0.042	2,805,000.00	100	2,756,950.53	2,805,000.00	2,805,000.00	2/15/24	260	1.31%
Dallas Capital Bank CD	BK CD	4/20/23	4.832	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	1/23/24	237	2.33%
Dallas Capital Bank CD	BK CD	5/3/23	4.832	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	2/3/24	248	4.67%
Prosperity Bank MMA	MMA	8/22/18	3.040	11,070,730.60	100	11,070,730.60	11,070,730.60	11,070,730.60	6/1/23	1	5.17%
Landing Rock MMA	MMA	12/11/20	4.550	10,336,640.63	100	10,336,640.63	10,336,640.63	10,336,640.63	6/1/23	1	4.83%
LOGIC	LGIP	12/3/10	5.187	8,829,216.72	100	8,829,216.72	8,829,216.72	8,829,216.72	6/1/23	1	4.12%
Lone Star	LGIP	8/31/08	5.040	5,649,831.30	100	5,649,831.30	5,649,831.30	5,649,831.30	6/1/23	1	2.64%
TexasCLASS	LGIP	8/31/08	5.195	99,972,795.71	100	99,972,795.71	99,972,795.71	99,972,795.71	6/1/23	1	46.67%
TexPool	LGIP	3/13/20	5.004	1,059,912.00	100	1,059,912.00	1,059,912.00	1,059,912.00	6/1/23	1	0.49%
TexSTAR	LGIP	8/31/08	5.047	9,249,326.01	100	9,249,326.01	9,249,326.01	9,249,326.01	6/1/23	1	4.32%
Sub Total / Average			4.611	173,973,452.97	100	173,603,853.50	173,973,452.97	173,973,452.97		40	81.22%
240 - Food Service											
TexasCLASS	LGIP	8/31/08	5.195	28,889,145.14	100	28,889,145.14	28,889,145.14	28,889,145.14	6/1/23	1	13.49%
Sub Total / Average			5.195	28,889,145.14	100	28,889,145.14	28,889,145.14	28,889,145.14		1	13.49%
599 - Debt Service											
Lone Star	LGIP	8/31/08	5.040	892,430.79	100	892,430.79	892,430.79	892,430.79	6/1/23	1	0.42%
TexasCLASS	LGIP	8/13/09	5.195	8,269,575.42	100	8,269,575.42	8,269,575.42	8,269,575.42	6/1/23	1	3.86%
Sub Total / Average			5.180	9,162,006.21	100	9,162,006.21	9,162,006.21	9,162,006.21		1	4.28%
771 - Workers' Comp											
TexasCLASS	LGIP	8/31/08	5.195	2,175,179.09	100	2,175,179.09	2,175,179.09	2,175,179.09	6/1/23	1	1.02%
Sub Total / Average			5.195	2,175,179.09	100	2,175,179.09	2,175,179.09	2,175,179.09		1	1.02%
Total / Average			4.720	214,199,783.41	100	213,830,183.94	214,199,783.41	214,199,783.41		32	100.00%

325

Irving Independent School District
Investment Report - YTM@Cost by Investment Category
For the Quarter Ended in May 31, 2023

Description	CUSIP	Settlement Date	YTM@ Cost	Face Amt/ Shares	Market Price	Market Value	Cost Value	Book Value	Maturity Date	Days To Maturity	% of Portfolio
U.S. Agencies											
FFCB 0.31 11/30/23	3133EMHL9	11/30/20	0.310	5,000,000.00	100	4,874,150.00	5,000,000.00	5,000,000.00	11/30/23	183	2.33%
FHLB .035% 3/15/24	3130ALKM5	3/15/21	0.350	5,000,000.00	100	4,804,300.00	5,000,000.00	5,000,000.00	3/15/24	289	2.33%
Univ of Houston Muni	914302HA5	3/3/21	0.042	2,805,000.00	100	2,756,950.53	2,805,000.00	2,805,000.00	2/15/24	260	1.31%
Sub Total / Average			0.267	12,805,000.00	100	12,435,400.53	12,805,000.00	12,805,000.00		241	5.98%
Bank Money Market Account											
Prosperity Bank MMA	MMA	8/22/18	3.040	11,070,730.60	100	11,070,730.60	11,070,730.60	11,070,730.60	6/1/23	1	5.17%
Landing Rock MMA	MMA	12/11/20	4.550	10,336,640.63	100	10,336,640.63	10,336,640.63	10,336,640.63	6/1/23	1	4.83%
Sub Total / Average			3.769	21,407,371.23	100	21,407,371.23	21,407,371.23	21,407,371.23		1	9.99%
Certificates of Deposit											
Dallas Capital Bank CD	BK CD	4/20/22	4.832	5,000,000.00	100	5,000,000.00	5,000,000.00	5,000,000.00	1/23/24	237	2.33%
Dallas Capital Bank CD	BK CD	5/3/22	4.832	10,000,000.00	100	10,000,000.00	10,000,000.00	10,000,000.00	2/3/24	248	4.67%
Sub Total / Average			4.832	15,000,000.00	100	15,000,000.00	15,000,000.00	15,000,000.00		244	7.00%
Local Government Investment Pools (LGIP)											
LOGIC	LGIP	12/3/10	5.187	8,829,216.72	100	8,829,216.72	8,829,216.72	8,829,216.72	6/1/23	1	4.12%
Lone Star	LGIP	8/31/08	5.040	5,649,831.30	100	5,649,831.30	5,649,831.30	5,649,831.30	6/1/23	1	2.64%
TexasCLASS	LGIP	8/31/08	5.195	99,972,795.71	100	99,972,795.71	99,972,795.71	99,972,795.71	6/1/23	1	46.67%
TexPool	LGIP	3/13/20	5.004	1,059,912.00	100	1,059,912.00	1,059,912.00	1,059,912.00	6/1/23	1	0.49%
TexSTAR	LGIP	8/31/08	5.047	9,249,326.01	100	9,249,326.01	9,249,326.01	9,249,326.01	6/1/23	1	4.32%
TexasCLASS	LGIP	8/31/08	5.195	28,889,145.14	100	28,889,145.14	28,889,145.14	28,889,145.14	6/1/23	1	13.49%
Lone Star	LGIP	8/31/08	5.040	892,430.79	100	892,430.79	892,430.79	892,430.79	6/1/23	1	0.42%
TexasCLASS	LGIP	8/13/09	5.195	8,269,575.42	100	8,269,575.42	8,269,575.42	8,269,575.42	6/1/23	1	3.86%
TexasCLASS	LGIP	8/31/08	5.195	2,175,179.09	100	2,175,179.09	2,175,179.09	2,175,179.09	6/1/23	1	1.02%
Sub Total / Average			5.179	164,987,412.18	100	164,987,412.18	164,987,412.18	164,987,412.18		1	77.03%
Total / Average			4.720	214,199,783.41	100	213,830,183.94	214,199,783.41	214,199,783.41		32	100.00%

326

Irving Independent School District
Investment Report - by Fund and Transactions
For the Quarter Ended In May 31, 2023

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	Bag Mkt Accr Int	End Mkt Accr Int	Diff In Accr Int	Int Earned During Period-BV
199 - General Operating														
FHLMC 0.22 5/16/23	3134GW702	11/16/20	5/16/23	5,000,000.00	0.00	0.00	5,000,000.00	0.00	0.00	5,500.00	5,011.11	0.00	488.89	2,383.33
FFCB 0.31 11/30/23	3133EMH19	11/30/20	11/30/23	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	7,750.00	6,458.33	0.00	1,291.67	3,961.11
FHLB 035% 3/15/24	3130ALKM5	3/15/21	3/15/24	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	0.00	2,187.50	3,694.44	1,506.94	4,520.83
UST Note 0.125% 3/31/23	91282CBU4	3/11/21	3/31/23	5,000,000.00	0.00	0.00	5,000,000.00	0.00	0.00	3,125.00	2,592.72	3,125.00	3,657.28	1,559.69
Univ of Houston Muni	91430ZHA5	3/3/21	2/15/24	2,805,000.00	0.00	0.00	0.00	0.00	2,805,000.00	0.00	24,777.50	24,777.50	0.00	91,738.75
Dallas Capital Bank CD	BK CD	4/20/22	4/20/23	5,000,000.00	0.00	0.00	5,000,000.00	0.00	0.00	54,797.28	47,465.75	0.00	7,331.53	(47,465.75)
Dallas Capital Bank CD	BK CD	5/3/22	5/3/23	10,000,000.00	0.00	0.00	10,000,000.00	0.00	0.00	109,594.56	90,410.96	0.00	19,183.60	(90,410.96)
Dallas Capital Bank CD	BK CD	4/20/23	1/23/24	0.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	0.00	0.00	27,800.55	27,800.55	27,800.55
Dallas Capital Bank CD	BK CD	5/3/23	2/3/24	0.00	10,000,000.00	0.00	0.00	0.00	10,000,000.00	0.00	0.00	35,743.56	35,743.56	35,743.56
Prosperity Bank MMA	MMA	8/22/18	12/1/21	10,993,747.03	76,983.57	0.00	0.00	0.00	11,070,730.60	76,983.57	0.00	0.00	0.00	0.00
Landing Rock MMA	MMA	12/11/20	12/1/21	10,225,553.00	111,087.63	0.00	0.00	0.00	10,336,640.63	111,087.93	0.00	0.00	0.00	0.00
LOGIC	LGIP	12/3/10	12/1/21	8,754,547.91	74,668.81	0.00	0.00	0.00	8,829,216.72	110,333.84	0.00	0.00	0.00	0.00
Lone Star	LGIP	8/31/08	12/1/21	5,581,571.40	68,259.90	0.00	0.00	0.00	5,649,831.30	68,259.90	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/31/08	12/1/21	139,233,442.92	48,125,029.04	0.00	87,385,676.25	0.00	99,972,795.71	1,525,945.17	0.00	0.00	0.00	0.00
TexPool	LGIP	3/13/20	12/1/21	1,047,179.93	12,732.07	0.00	0.00	0.00	1,059,912.00	10,852.99	0.00	0.00	0.00	0.00
TexSTAR	LGIP	8/31/08	12/1/21	9,137,694.51	111,631.50	0.00	0.00	0.00	9,249,326.01	94,612.62	0.00	0.00	0.00	0.00
Sub Total / Average				222,778,736.70	63,580,392.52	0.00	112,385,676.25	0.00	173,973,452.97	2,178,842.86	178,903.87	95,141.05	97,004.02	29,831.11
240 - Food Service														
TexasCLASS	LGIP	8/31/08	12/1/21	28,525,076.28	364,068.86	0.00	0.00	0.00	28,889,145.14	364,068.86	0.00	0.00	0.00	0.00
Sub Total / Average				28,525,076.28	364,068.86	0.00	0.00	0.00	28,889,145.14	364,068.86	0.00	0.00	0.00	0.00
599 - Debt Service														
Lone Star	LGIP	8/31/08	12/1/21	881,648.65	10,782.14	0.00	0.00	0.00	892,430.79	9,283.07	0.00	0.00	0.00	0.00
TexasCLASS	LGIP	8/13/09	12/1/21	8,165,856.83	104,218.59	0.00	500.00	0.00	8,269,575.42	103,218.59	0.00	0.00	0.00	0.00
Sub Total / Average				9,047,505.48	115,000.73	0.00	500.00	0.00	9,162,006.21	112,501.66	0.00	0.00	0.00	0.00
771 - Workers' Comp														
TexasCLASS	LGIP	8/31/08	12/1/21	2,147,766.84	27,412.25	0.00	0.00	0.00	2,175,179.09	27,412.25	0.00	0.00	0.00	0.00
Sub Total / Average				2,147,766.84	27,412.25	0.00	0.00	0.00	2,175,179.09	27,412.25	0.00	0.00	0.00	0.00
Total / Average				262,499,085.30	64,086,874.36	0.00	112,386,176.25	0.00	214,199,783.41	2,682,825.63	178,903.87	95,141.05	97,004.02	29,831.11

327

REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

Facilities and Operations Department

A total of 943 work orders have been completed from June 1, 2023, through June 30, 28, 2023.

Document Services – Print Shop - *Laserfiche* – *Project Requests* - *Work Orders*

We received 13 requests to pull HR archival records (to pull and scan files to the Employee Records Repository).

Forms Management – Requests and Change Orders

Laserfiche Project and Work Order:

We continue to update existing forms to help the end users and make the forms as efficient as possible.

Heavy development work on new forms is on a temporary pause while we look to hire a new Laserfiche Forms developer. The position is posted, and we have started interviewing a few qualified candidates.

We have started the summer scanning project and are getting transcripts scanned and indexed into Laserfiche.

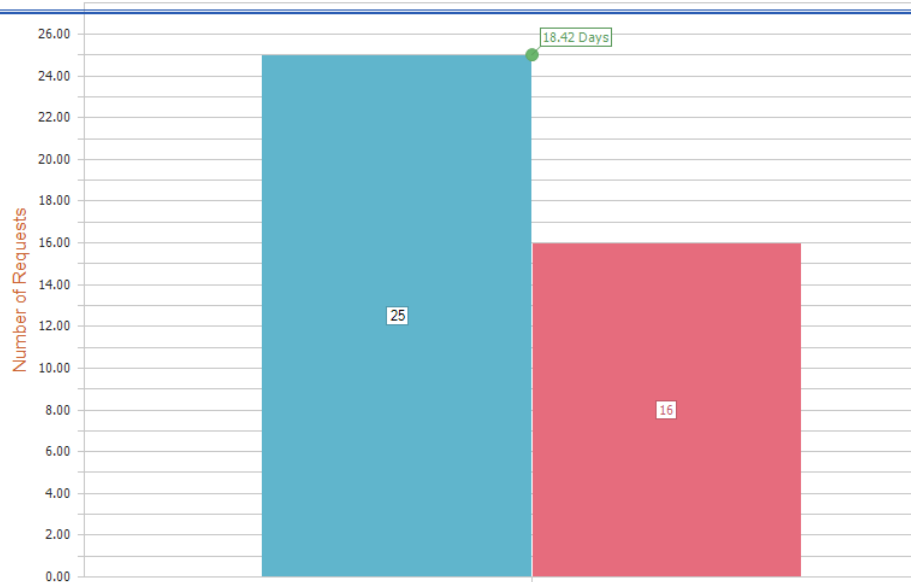
GovQA - Public Information & Subpoenas

In June:

For the 2022-2023 school year:

Period Summary

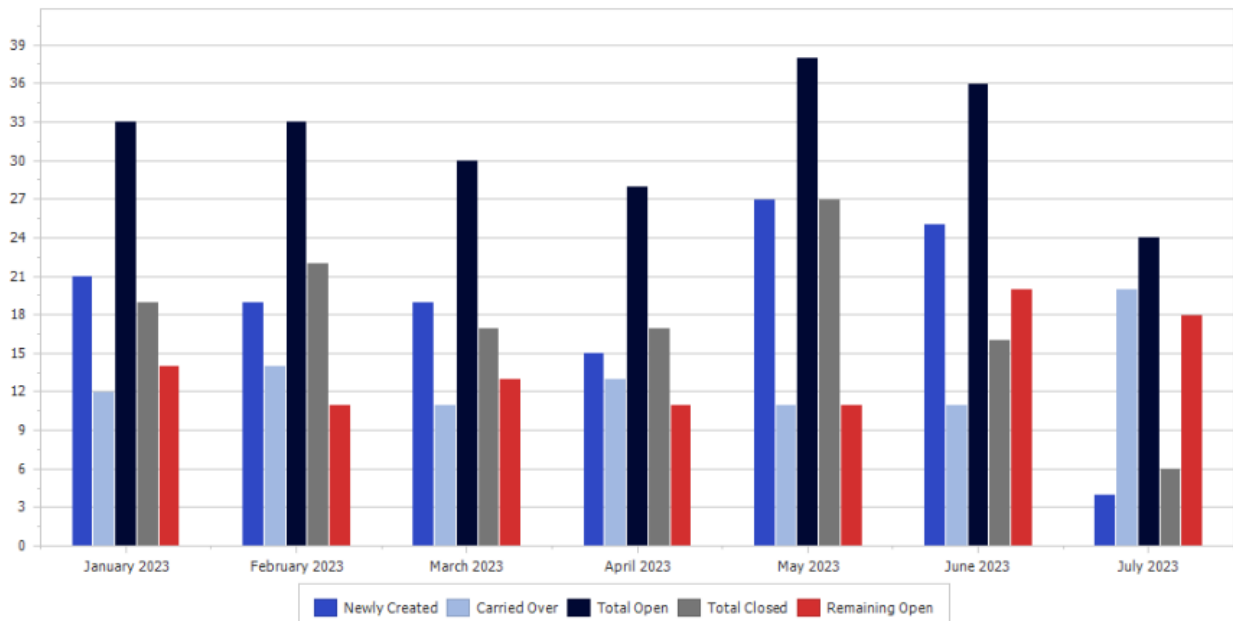
Reporting Period: 6/1/2023 - 6/30/2023
 Request Type: All Request Types
 Department: All Departments
 Group: All Groups
 Run Date: Run Date: 07/10/2023 3:55 PM



Backlog Trend Report

Create Date: 1/1/2023 - 12/31/2023
 Report On: Request Type - All Request Types
 Group Time Frame: Month
 Filter: Assigned Department - All Assigned Departments
 Run Date: 7/10/2023 3:56 PM

Backlog Trend Report for Request Type - All Request Types



ScribOrder - Student Record Requests

In June, 294 student records requests were received. The following is our total transaction amount for the month of April (a month behind in reporting):

Total CC Transaction Amount	\$2,346
Scribbles Handling	\$1,176
ScribTransfer Subscription	\$50.00
Credit Card Fees	\$136
Total Client Amount	\$1,120

Order Data Charts

Saved Reports

Submitted Today

Submitted This Week

Submitted This Month

Owner

Any

Date Range

Time Submitted

Begin

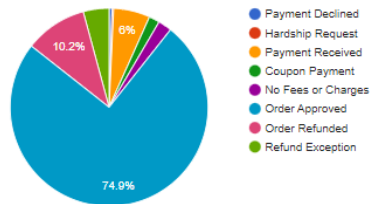
2023-06-01

End

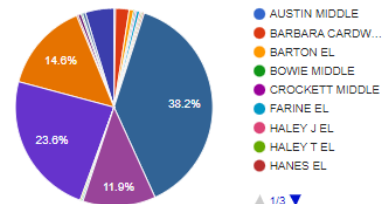
2023-06-30

Run Report

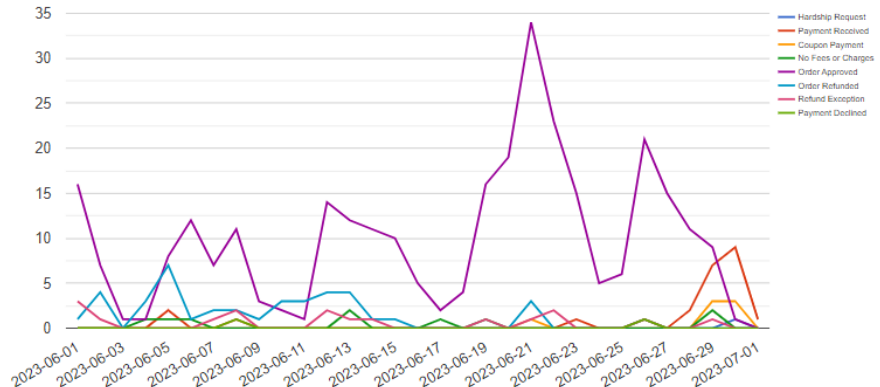
Overall StatusQ



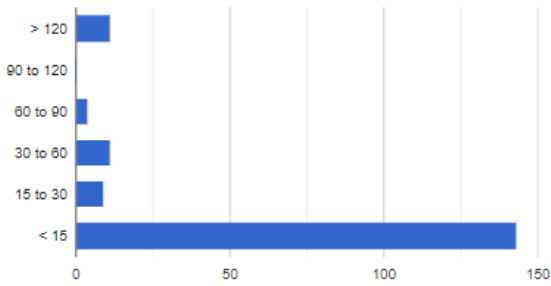
Overall DistributionQ



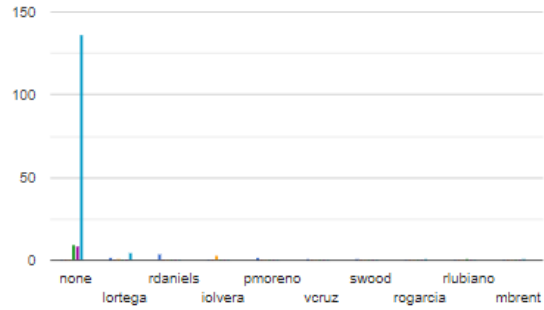
Status By Date Q



Overall AgingQ



Aging By UserQ



Print Shop - Orders

We received and processed 70 print requests for June; 84,456 B/W & 95,496 Color pages printed. Total billed out (JV) \$25,361 for print services.

Mail Center – Pieces and Postage




In June, we processed 7,791 pieces of mail for US Postage at a cost of \$4,912. We processed 10 packages for \$69.86. We continue to process interoffice mail daily.

SchoolDude – Document and Record Management Work Orders

In June, we received 86 total requests.

Craft Comparisons



-  Document Management \$243.75 (Last Month)
-  Internal Delivery \$485.00 (Last Month)
-  Records Management \$43.75 (Last Month)

Summary of Expenditures by Craft

Custom Period (06/01/2023 - 06/30/2023)

Craft	Labor Hrs	Labor Costs	Material Costs	Sales Tax	Total Costs	WO Count	% of Work (Count)	Avg Hours Per WO	Avg Cost Per WO
Document Management	11	\$275.00	\$0.00	\$0.00	\$275.00	27.00	31.76%	.41	\$10.19
Internal Delivery	17.15	\$428.75	\$0.00	\$0.00	\$428.75	54.00	63.53%	.32	\$7.94
Records Management	1.25	\$31.25	\$0.00	\$0.00	\$31.25	4.00	4.71%	.31	\$7.81
Grand Totals	29.4	\$735.00	\$0.00	\$0.00	\$735.00	85.00	100.00%	.35	\$8.65

Maintenance – The Maintenance Department completed 336 workorder. The 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 Grounds Section & Regulatory Compliance, IPM and Safety –The Grounds Department completed 190 workorder The department maintain outside grounds of district facilities, athletic fields, 128-vehicle maintenance fleet, landscaping equipment, pest, asbestos and safety.

Operations – For the month of June, the Custodial Department completed 97 work orders. The large decrease is attributed to our Building Managers not working at their respective campuses. Normally, we complete over 400 monthly requests. 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 May total 592 orders and for June total 369 orders pulled and posted in MUNIS, and School Dude.

- 98% average delivery time in one day.
- For Delivery, Warehouse, and Surplus Crafts are 153 total Work Orders in May and 198 in June. For Internal Delivery and Records Management Crafts are 133 total Work Orders in May and 67 in June. MUNIS work orders completed total 306 in May and 96 in June. Total Warehouse work orders for May are 592 and for June are 369.
- Surplus Warehouse completed one Surplus auction in May and one Facilities Surplus auction in June.