

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES  
7:00 PM

Irving ISD Board Room  
2621 West Airport Freeway  
Irving, TX 75062  
Tuesday, January 19, 2021

**A G E N D A**

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

**II. FIRST ORDER OF BUSINESS**

- A. Announcement by the chairperson whether a quorum is present, and that the meeting has been duly called, and that notice of the meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
- B. Invocation
- C. Pledge of Allegiance to the American and Texas Flags (Trustees)
- D. Recognition of Teacher of the Month - Sama Eldabaja, 7th Grade ELAR/Department Chair, Crockett Middle School 5
- E. Recognition of Employee of the Month -Stephen Joe, Campus Technician, Davis Elementary 6
- F. Recognition of Guest Educator of the Month -Natalie Rico, Guest Educator, Pierce Early Childhood School 7
- G. School Board Recognition Month Presentation (N. Mansell)
- H. Public Comment - Individuals wishing to address the Board on agenda items or make comments regarding issues not on the agenda will be heard at this time.

Irving ISD will accommodate those who wish to comment in person to the School Board during open Board Meeting Sessions. In order to do so and maintain safety guidelines Irving ISD will provide each commenter with a specific time during the meeting in which they will address the Board in person. If you wish to address the Board in person during the regular scheduled meeting, please call 972-600-5456 to receive your scheduled time.

- 1. Non-Agenda Related Topics
- 2. Agenda Related Topics

**III. ACTION ITEMS**

A. Consider Approval of Consent Agenda Items:	
1. Consider Approval of Minutes of Board Work Session on Monday, December 7, 2020, and Regular Board Meeting on Monday, December 14, 2020 (M. Hernandez)	8
2. Consider Approval of Financial Statement for November 2020 (A.D. Jenkins)	14
3. Consider Approval of Resolution No. 20-21-09 Authorizing January Amendment to the 2020-2021 Budget (A.D. Jenkins)	39
4. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins)	48
5. Consider Approval of the Proposed 2021-2022 Student and Teacher Calendars (C. Mauricio)	87
6. Consider Approval of the Submission to the Texas Education Agency of Remote Homebound Instruction Waiver for the 2020-2021 School Year (M, Smith/D. Galindo)	101
7. Consider Approval Requesting to Submit a Waiver for ADA Requirements for the 2020-2021 School Year (D. Galindo/J. Gorena)	102
8. Consider Approval of Item No. 2021-12 Approving the Award for Request for Competitive Sealed Proposal (RFCSP) #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School, and Nimitz High School (J. Scrivner/J. Pilgrim)	103
9. Consider Approval of Item No. 2021-13 Approving the Renewal of Award for Request for Proposal (RFP) #17-20-892 for the Purchase of Athletic Services and Supplies (J. Pilgrim)	124
10. Consider Approval of Item No. 2021-14 Approving the Renewal of Award for Request for Proposal (RFP) #18-06-896 for Purchase of Library Books (J. Pilgrim)	131
11. Consider Acceptance of Gifts and Donations to the District (G. Micinski)	136
B. Consider Approval of Irving Independent School District's Comprehensive Annual Financial Report for the Fiscal Year Ended August 31, 2020 (G. Micinski/S. Franks)	139
C. Consider Approval of Resolution No. 20-21-07 Requesting Governor Abbott to Include Public School District Personnel in the Official Expert Vaccine Alltoment Panel's Definition of Frontline Workers (D. Bunger)	142

D. Consider Approval of Resolution No. 20-21-08 Approving Extension of Time to Use Emergency Pay Leave for the 2020-2021 School Year Due to Current COVID-19 Pandemic (D. Bunger)	147
E. Consider Approval of First Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB Update 115: EI (LOCAL) - Academic Achievement, FB (LOCAL) Equal Educational Opportunity, FD (LOCAL) - Admissions Persons 21 Years of Age and Older, FEB (LOCAL) - Attendance - Attendance Accounting, FFG (LOCAL) - Student Welfare: Child Abuse and Neglect, FFH (LOCAL) - Student Welfare: Freedom from Discrimination, Harassment, and Retaliation, and FNG (LOCAL) - Student Rights and Responsibilities - Student and Parent Complaints/Grievances (D. Bunger)	152
F. Consider Approval of Second Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB Updates 115: BF (LOCAL) - Board Policies, CI (LOCAL) School Properties Disposal, DED (LOCAL) - Compensation and Benefits, DIA (LOCAL) - Employee Welfare, FFE (LOCAL) - Student Welfare: Counseling and Mental Health, FMF (LOCAL) - Student Activities: Contests and Competition, and GF (LOCAL) - Public Complaints (D. Bunger)	226

**IV. OTHER BUSINESS**

A. Written Reports

1. Division Reports

a. Business Services	278
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Total Tax Collections  
Payroll  
Investment Earnings

b. Support Services	282
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Monthly Maintenance Work Order Summary Report

c. Human Resources

Employment, Resignations Action Report  
Changes in Compensation for Contract Employee(s) Report

B. Announcements

1. Administration

a. Superintendent Announcement(s)	3
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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.

1. Discuss Superintendent Evaluation and Contract

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

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

B. Consider Action Regarding Purchase, Exchange, Sale, Lease or Value of Real Property

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

1. Consider and Take Possible Action to Approve Superintendent Evaluation and Contract

VII. **ADJOURNMENT**

## **TEACHER OF THE MONTH January 2021**

Mrs. Eldabaja always goes above and beyond for her students, coworkers, and everyone else. She always has a positive attitude and is willing to lend a hand in any way she can. Mrs. Eldabaja forms great relationships with her students and their families. She sees parents as important team members in student learning and growing. She has high expectations for her students and provides them with the foundation for learning. Mrs. Eldabaja is committed to her job, students, and the success of Clifton Early Childhood School. She gives so much of her extra time to help others succeed. She is truly a game changer in Irving ISD.

## **EMPLOYEE OF THE MONTH January 2021**

Mr. Stephen Joe joined the Bruins family in early Spring of 2019-2020 school year. Being new to the campus and new to the role, he has adapted well and has really embraced the culture of Davis Elementary. His first feat was constructing and maintaining the device schedule needed for student state testing. He worked side by side with teachers and students to make sure that testing went smoothly without any hiccups. Even before he was needed to solve a problem, he was already there; always anticipating and prepared to solve any technical issues. During both the Spring and beginning of this school year, Mr. Joe implemented our well-designed device distribution plan to assure that all Bruins had devices and hotspots to continue remote learning. If you can recall the DC Comic Hero “Plastic Man” – that’s Mr. Joe. His flexibility - stretched in all directions - and his patience with our entire school community has been unparalleled. He has taken many lickings and has certainly kept on ticking. This recognition before the Irving ISD School Board and the Irving community is a small token of the gratitude. We thank Mr. Joe for being a dedicated Bruin and an Irving ISD game changer.

## **GUEST EDUCATOR OF THE MONTH January 2021**

Nathalie Rico has served as an outstanding guest educator. Ms. Rico is pursuing her degree at the University of North Texas. She took 6 university classes this past semester and wasn't sure how long-term substituting would fit in her plans. She loves our campus so much, that she went ahead and committed to the position. Ms. Rico showed up on the first day of school ready to meet our awesome students with a smile on her face. She is very excited about the experience she is gaining from working with the students at our campus. She brought her excitement and enthusiasm on the first day of school and continues to display a passion for teaching our students each day she arrives at work. Both the district and Pierce ECS are very lucky to have her and even luckier that she recently chose to accept a permanent paraprofessional position.

**CONSENT AGENDA ITEM**

1/19/2021

**TOPIC:** Consider Approval of Minutes of Board Work Session on Monday, December 7, 2020 and Regular Board meeting on Monday, December 14, 2020

**SUBMITTED BY:** Magda Hernandez, Superintendent

**BACKGROUND:** The Irving Independent School District Board of Trustees held a Board Work Session on Monday, December 7, 2020 and Regular Board meeting on Monday, December 14, 2020. The minutes of each said meeting are hereby presented to the Board for review and approval.

**ADMINISTRATIVE RECOMMENDATION:** Approval of Minutes of Board Work Session on Monday, December 7, 2020 and Regular Board meeting on Monday, December 14, 2020

**RECOMMENDED BOARD MOTION:** I move for Board approval of the minutes of Board Work Session on Monday, December 7, 2020 and Regular Board meeting on Monday, December 14, 2020.

Additional Agenda Sheets Attached:  Yes  No

Attachments:

- Minutes of Board Work Session on Monday, December 7, 2020
- Minutes of Board Regular Board Meeting on Monday, December 14, 2020

**IRVING INDEPENDENT SCHOOL DISTRICT  
WORK SESSION - BOARD OF TRUSTEES  
6:30 P.M.  
2621 W. Airport Freeway, Irving, Texas, 75062  
Monday, December 7, 2020**

Call to Order

The work session was called to order by President Randy Randle at 6:30 p.m. Moment of Silence and Reflection.

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

ALSO Magda Hernandez, Superintendent  
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent School Operations  
Dr. Jeannine Porter, Deputy Superintendent of School Leadership  
Dr. Jackie Gorena, Chief of Learning Services  
Dr. Andre Smith, Chief of Administrative Services  
Gary Micinski, Chief Financial Officer  
Alvin McQuarters, Chief of Technology and Innovation  
Dr. Nicole Mansell, Chief of Marketing and Communications  
David Bunger, District General Council  
Dr. Lance Campbell, Assistant Chief of Campus Operations and Attendance Initiatives PK-12  
Curtis Mauricio, Assistant Chief of Secondary Schools  
Fernando Natividad, Assistant Chief of Finance and Federal Programs  
Jerome Pilgrim, Director of Purchasing  
Ernest Rivera, Special Assistant to Human Resources  
Cher Elzy, Director of Taxation  
Jorge Acosta, Executive Director of Human Resources  
Nika Brunk, Director of Human Resources (East)  
Katie Gilleland, Director of Human Resources (West)  
Jim Scrivner, Executive Director of Facilities & School Support Services  
Chris Dazer, Director of Science and Discovery  
Michelle Edwards-Scott, Director of Special Education  
Karen Edwards, Executive Assistant

VISITORS: Ed Lopez, Linebarger, Goggan, Blair & Sampson  
Mary Sue Daniel, Linebarger, Goggan, Blair & Sampson  
Debi Weatherly, 1628 Vicksburg  
Chris Brown

Receive  
Delinquent Ad  
Valorem Tax  
Collection  
Performance  
Report

Representatives from the law firm of Linebarger Goggan Blair & Sampson presented their Annual Delinquent Ad Valorem Tax Collection Report. Key points of the report included program highlights for Irving ISD, total delinquent tax collections, tax roll analysis, the firm's background and expertise, and the firm's community participation.

Receive Update  
COVID-19

Jorge Acosta, Executive Director of Human Resources, Katie Gilleland, Director of Human Resources (West), and Nika Brunk, Director of Human Resources (East) gave an update on COVID-19. Irving ISD administration has worked to provide best in class service for employees when managing COVID-19 self-reported cases for all Irving ISD staff. The update also included ongoing efforts made by the District to enhance and adapt to the ever-changing needs associated with the current pandemic.

Receive  
Presentation on  
2021-2022  
Teacher and  
Student Calendar  
Survey Results

Curtis Mauricio, Assistant Chief of Secondary Schools, gave a presentation on the 2021-2022 teacher and student calendar survey results.

Discussion of  
Regular Board  
Meeting Agenda  
Matters

Discussion took place on December 14, 2020, Regular Meeting Agenda matters.

The work session adjourned at 7:40 p.m.

**IRVING INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING - BOARD OF TRUSTEES  
7:00 P.M.  
2621 W. Airport Freeway, Irving, Texas, 75062  
Monday, December 14, 2020**

Call to Order  
Regular Meeting

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

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

ALSO Magda Hernandez, Superintendent  
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent of School Operations  
Dr. Jeannine Porter, Deputy Superintendent of School Leadership  
Dr. Jackie Gorena, Chief of Learning Services  
Dr. Andre Smith, Chief of Administrative Services  
Gary Micinski, Chief Financial Officer  
Alvin McQuarters, Chief of Technology and Innovation  
Dr. Nicole Mansell, Chief of Marketing and Communications  
David Bunger, District General Council  
Dr. Lance Campbell, Assistant Chief of Campus Operations and Attendance Initiatives PK-12  
Curtis Mauricio, Assistant Chief of Secondary Schools  
Fernando Natividad, Assistant Chief of Finance and Federal Programs  
Alejandro Mejia, Director of Transportation  
Ernest Rivera, Special Assistant to Human Resources  
Meritza Webb, Lead Director of Employee Services and Risk Management  
Amy Reyes, Director of Benefits and Compensation  
Jorge Acosta, Executive Director of Human Resources  
Nika Brunk, Director of Human Resources (East)  
Katie Gilleland, Director of Human Resources (West)  
Imelda Little, Executive Director of PK-5 Schools (West)  
Gayla Lawrence, Director of Fine Arts  
Dr. Jaretha Jordan, Executive Director of PK-K Schools (East)  
Dr. Shannon Cole, Director of Special Education  
Linda Torres Rangel, Schulze Elementary  
Claudia Ruiz, Gilbert Elementary  
Jon Bushwar, MacArthur High School  
Tam Vo, Gilbert Elementary  
Deisy Olvera Zapata, Guest Educator  
Lynn Andrews, Special Assistant to Deputy Superintendent  
Karen Edwards, Executive Assistant

VISITORS: Daisy Urias  
Maricela Zapata  
Sharon DeBerry, 3904 Boise Ct.

The invocation was given by Alvin McQuarters. The pledges to the flags were led by A.D. Jenkins.

Christmas Card Recognition	The Board recognized Dulce Mariel Paredes Jimenez, MacArthur High School, as the designer of the 2020 IISD district Christmas card.
Recognition of Teacher of the Month	Mr. Tony Grimes recognized Tam Vo, 5 <sup>th</sup> grade ESL Math and Science, Gilbert Elementary School, as Teacher of the Month.
Recognition of Employee of the Month	Dr. Rosemary Robbins recognized Daisy Urias, Paraprofessional/Newcomer Support, as Employee of the Month.
Recognition of Guest Educator of the Month	Mrs. Nuzhat Hye recognized Deisy Olvera-Zapata as Guest Educator of the Month.
Public Comment	The following addressed the Board:  <u>Mrs. Sharon DeBerry, 3904 Boise Ct.</u> Mrs. Sharon DeBerry made comments regarding better pay and requesting funds for teachers.
Motion re Consent Agenda	Motion was made by Nuzhat Hye, seconded by A.D. Jenkins, to approve the Consent Agenda as follows: <ol style="list-style-type: none"> <li>1. Consider Approval of Minutes of Board Work Session on Monday, November 9, 2020, Special Called Meeting on Monday, November 16, 2020, and Regular Board Meeting on Monday, November 16, 2020 (M. Hernandez)</li> <li>2. Consider Approval of Financial Statement for October 2020 (A.D. Jenkins)</li> <li>3. Consider Approval of Resolution No. 20-21-06 Authorizing December Amendment to the 2020-2021 Budget (A.D. Jenkins)</li> <li>4. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins)</li> <li>5. Consider Approval of Final Payment and Closeout Documentation for 2020 Kitchen Equipment Replacement Project (J. Scrivner/A. Smith)</li> <li>6. Consider Acceptance of Gifts and Donations to the District (G. Micinski)</li> </ol> <p style="text-align: center;">Motion passed 7-0</p>
Motion re Approval of Resolution No. 20-21-05 Ordering an Election of the Qualified Voters of the Irving Independent School District on May 1, 2021, for the Purpose of Election Two Trustees to the Board for said	Administration recommended approval of Resolution No. 20-21-05 ordering an election of the qualified voters of the Irving Independent School District on May 1, 2021.  Motion was made by A.D. Jenkins, seconded by Tony Grimes, to approve Resolution No. 20-21-05 ordering an election of the qualified voters of the Irving Independent School District on May 1, 2021.  Motion passed 7-0

District

Motion re Approval of First Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB Updates 115: BF (LOCAL) - Board Policies, CI (LOCAL) School Properties Disposal, DED (LOCAL) - Compensation and Benefits, DIA (LOCAL) - Employee Welfare, FFE (LOCAL) - Student Welfare: Counseling and Mental Health, FMF (LOCAL) - Student Activities: Contests and Competition, and GF (LOCAL) - Public Complaints	Administration recommended approval of first reading of proposed revisions to local policies as presented.  Motion was made by Nuzhat Hye, seconded by Tony Grimes, to approve the first reading of proposed revisions to local policies as presented.  Motion passed 7-0
Announcements Administration	Superintendent Magda Hernandez's announcements included wishing everyone Happy Holidays, reminder schools closed from December 21, 2020-January 4, 2021, and thanked all staff.
Announcements Board	Trustees announced their attendance at district and other events including wishing everyone Happy Holidays, stay safe, Outdoor Learning Center, thank you to all staff.
Adjournment	There being no further business, the meeting was adjourned at approximately 7:56 p.m.

**CONSENT AGENDA ITEM**  
**1/19/2021**

**TOPIC:** Financial Statements for November 2020

**SUBMITTED BY:** Gary Micinski, Chief Financial Officer

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

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends that the Board approve the Financial Statements for November 2020.

**RECOMMENDED BOARD MOTION:** I move the Board approve the Financial Statements for December 2020.

**Attachments:**

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

Date: January 19, 2021  
To: Gary Micinski, Chief Financial Officer  
From: Steve Franks, Director of Business Operations  
Subject: Financial Statements for November 2020

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## **General Operating Fund**

### Revenue:

Total revenue and other sources for the General Operating Fund through November were \$95,596,878 or 28.0% of budget, compared to \$107,765,650 or 31.7% of budget last year, a decrease of \$12,168,773 or 11.3%. The decrease in total revenue and other sources was attributed to the following item:

- State revenue including per capita and foundation receipts totaled \$83,375,283 compared to \$94,272,277 last year, a decrease of \$10,896,994 or 11.6%. For fiscal year 2020-2021 state funding was reduced by approximately \$23 million based on an anticipated increase in property tax revenue.

### Expenditures:

Total expenditures and other uses for the General Operating Fund through November were \$81,210,306 or 23.4% of budget, compared to \$77,095,276 or 22.7% of budget last year, an increase of \$4,115,030 or 5.3%. The increase in total expenditures was attributed to the following item:

- Function 11 – Payroll expenditures were \$47,818,700 or 24.8% of budget, compared to \$44,707,787 or 24.1% of budget last year, an increase of \$3,110,912 or 7.0%. This increase is attributed to the hiring of teachers for PreK programs at elementary campuses.

## **Food Service Fund**

### Revenue:

Total revenue and other sources for the Food Service Fund through November were \$6,476,271 or 35.3% of budget compared to \$9,079,048 or 36.9% of budget last year, a decrease of \$2,602,777 or 28.7%. The decrease in total revenue was attributed to the following item:

- There was significant reduction in meals served through November in comparison to meals through the same period last year.

### Expenditures:

Total expenditures and other uses for the Food Service Fund through November were \$6,158,551 or 29.8% of budget compared to \$6,650,531 or 24.3% of budget last year which represents a decrease of \$491,980 or 7.4%. The decrease in total expenditures was attributed to the following item:

- The reduction in food service expenditures of \$491,980 is the result of the significant decline in meals served and the reduction of capital outlay projects.

**Meals Served thru November – Current & Prior Year Comparison**

<b>Breakfast</b>			<b>Lunch</b>			<b>Dinner</b>		
<b>19-20</b>	<b>20-21</b>	<b>Diff (+/-)</b>	<b>19-20</b>	<b>20-21</b>	<b>Diff (+/-)</b>	<b>19-20</b>	<b>20-21</b>	<b>Diff (+/-)</b>
1,134,119	738,766	(395,353)	1,440,406	822,986	(617,420)	69,089	9,961	(59,128)
		(53.5%)			(75.0%)			(593.6%)

**Debt Service Fund**

Revenue:

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

**Special Revenue Funds**

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

Revenue:

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

Expenditures:

Total expenditures and other uses for the Special Revenue Funds through November was \$8,276,124 compared to \$4,839,965 in the prior year which represents an increase of \$3,436,159 or 140.9%. The increase in expenditures is attributed to CARES Act funding to pay for COVID-19 protective measures for District facilities and technology upgrades for classrooms and distance learning.

## Capital Projects Funds

### Revenue:

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

## Proprietary Funds

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

### Revenue:

Total revenue and other sources for the Internal Service Funds through November were \$1,064,480 or 43.0% of budget compared to \$562,408 or 38.8% of budget last year which represents an increase of \$502,072 or 89.3%.

- The District has increased its contribution to the unemployment internal service fund to offset the increase in unemployment claims throughout the Summer and Fall of 2020. Unemployment charges for services increased by \$588,371 in the first three months of the new fiscal year compared to the prior fiscal year.

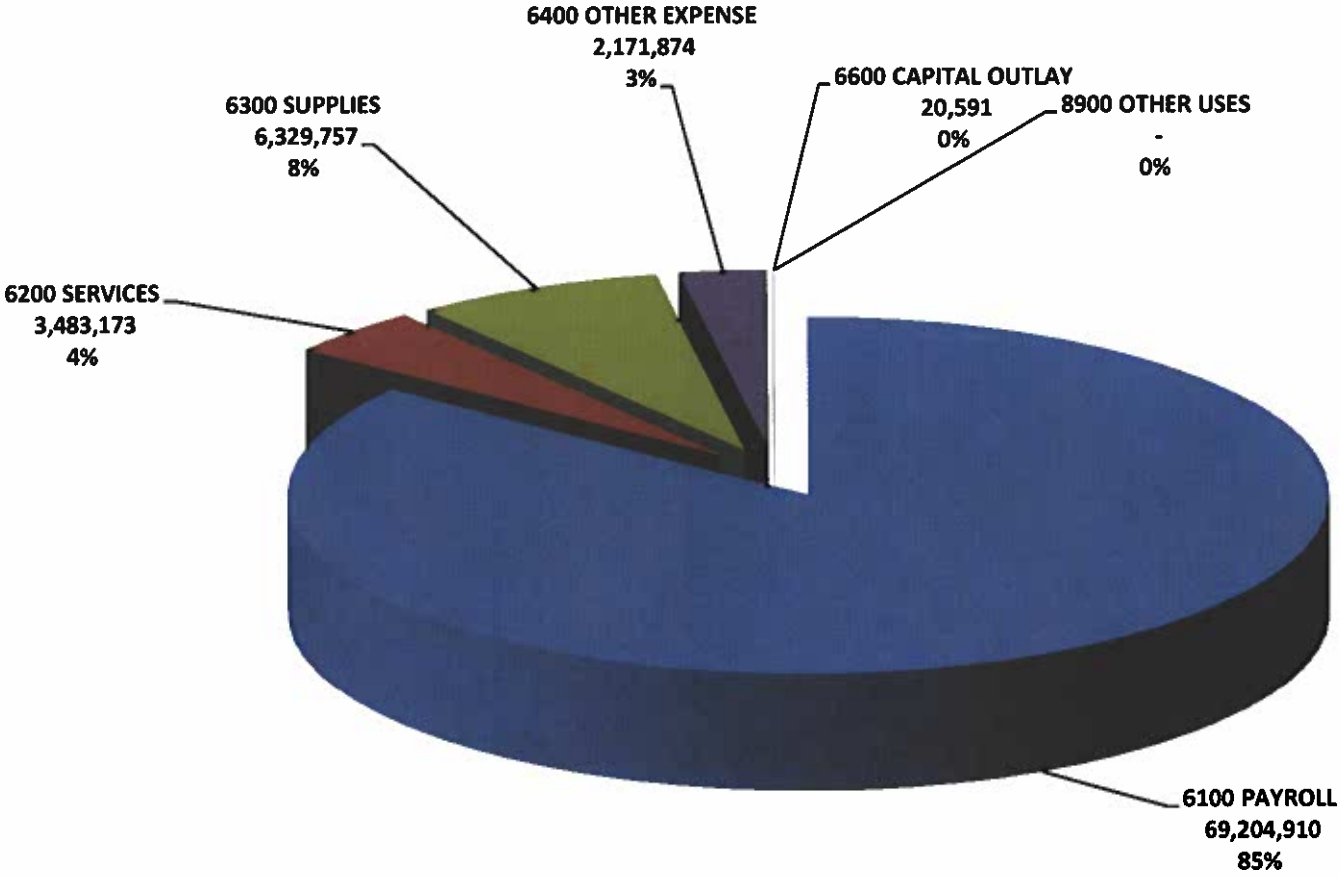
### Expenditures:

Total expenditures for the Internal Service Funds through November were \$528,065 or 21.3% of budget, compared to \$385,011 or 15.5% of budget last year which represents an increase of \$143,055 or 37.2%.

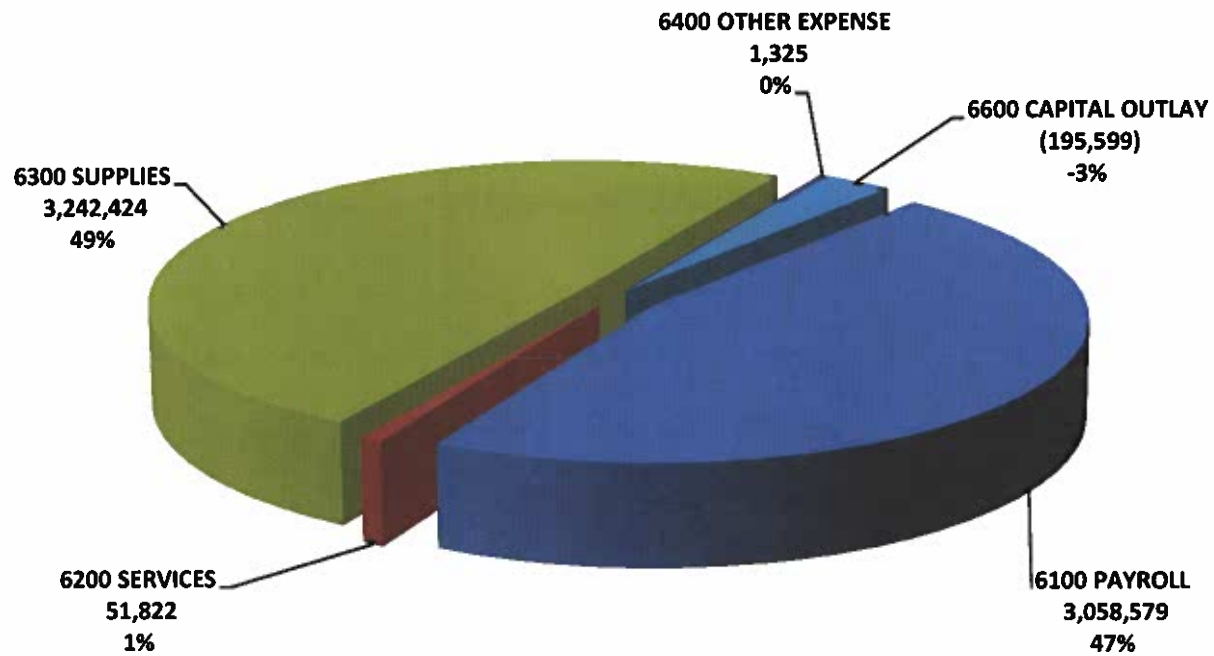
- Workers' compensation claims and other expenses increased by \$129,525 or 78.0% in the first three months of the new fiscal year compared to the prior fiscal year.

As of November 30, 2020, total net assets for all the Internal Service Funds were \$1,635,420; however, there were 2 of 4 of the Internal Service Funds had a negative net asset position.

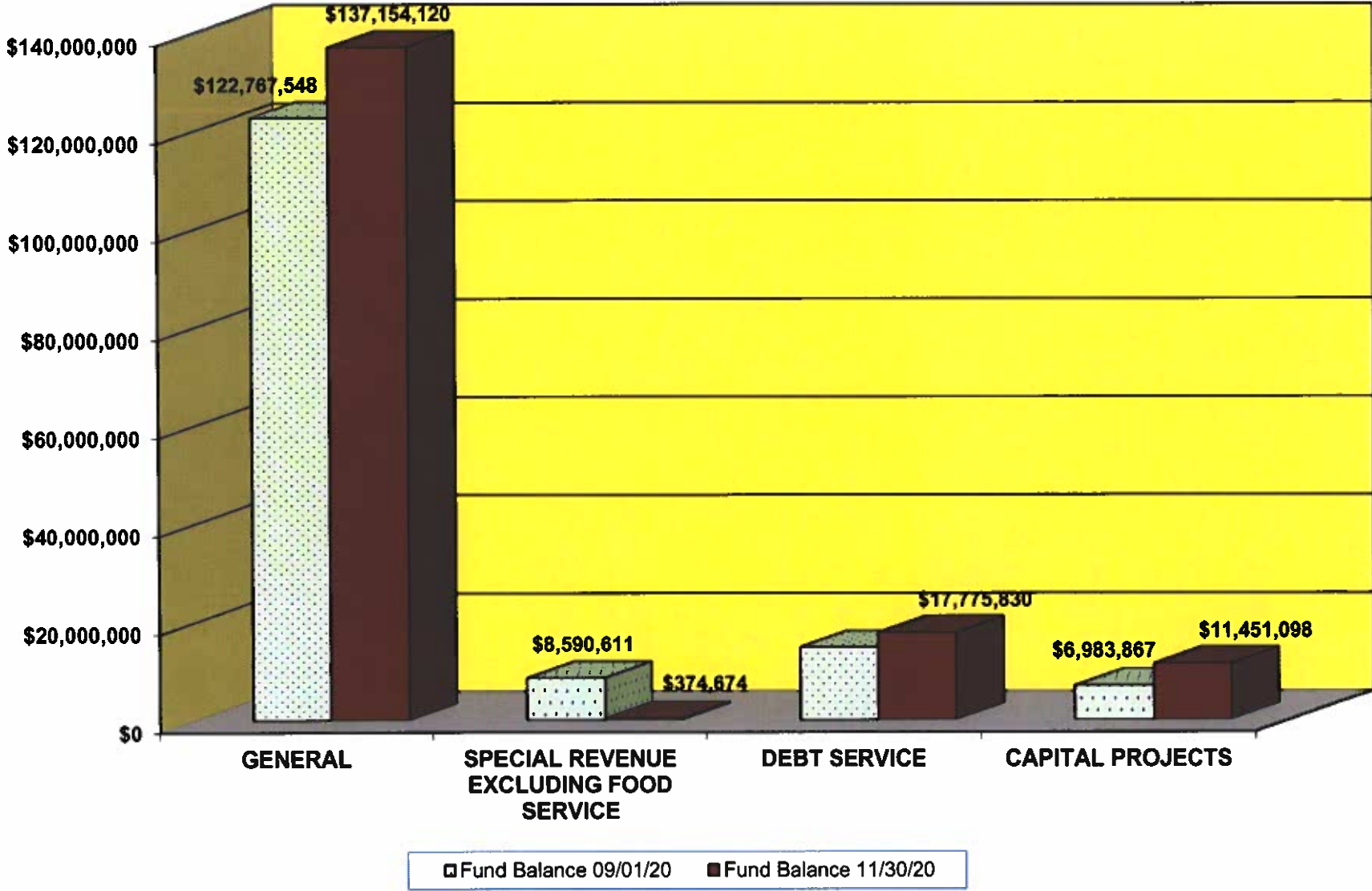
# General Operating Fund YTD Actual Expenditures November 30, 2020



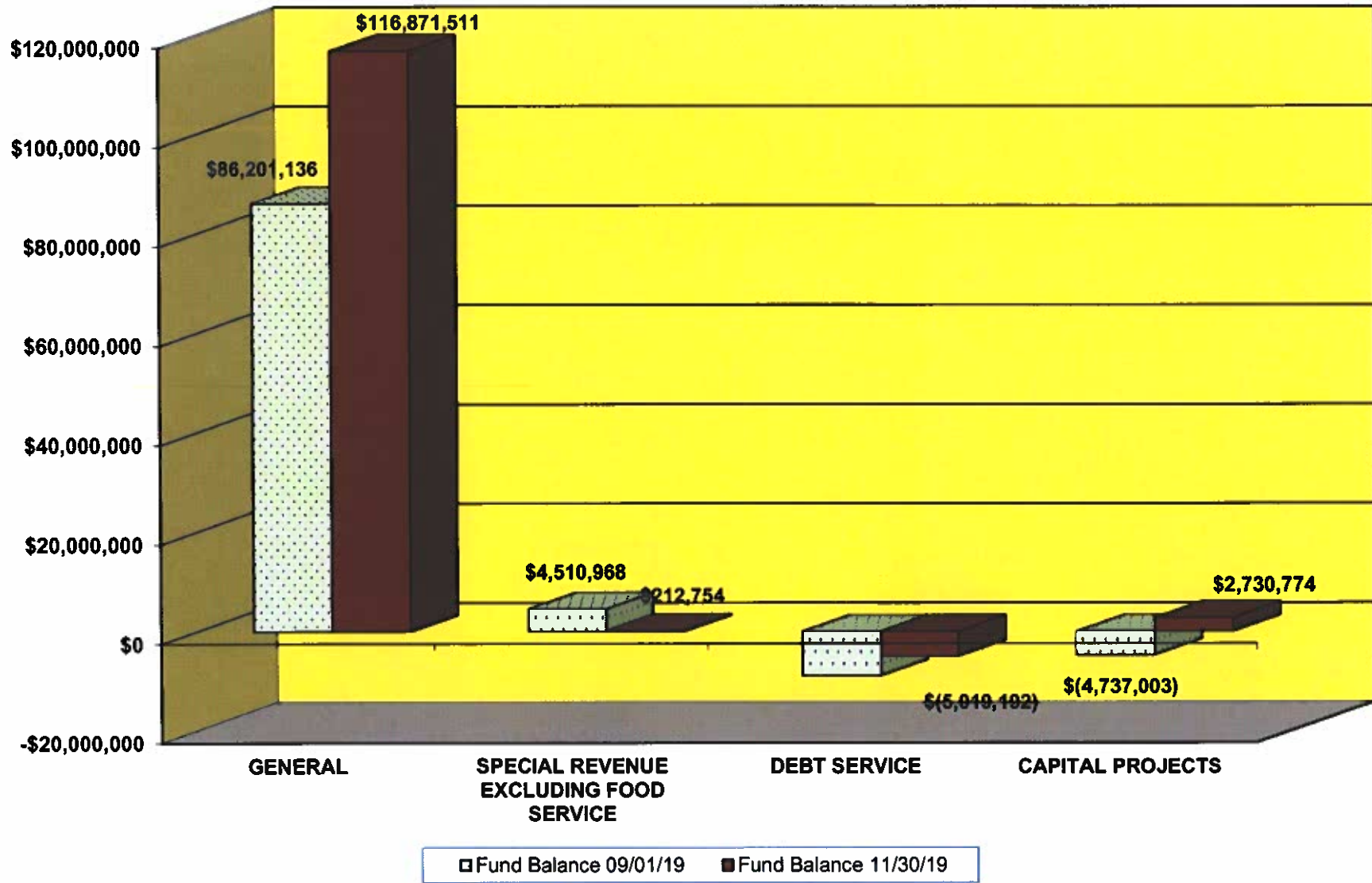
## Food Service Fund YTD Actual Expenditures November 30, 2020



# Comparative Fund Balances November 30, 2020



## Comparative Fund Balances November 30, 2019



**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
November 30, 2020**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020			11/20 MTD	(OVER) UNDER		09/01/2019 to 11/30/2019		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	159,000,000	10,878,063	6.8%	6,687,134	4.2%	148,121,937	143,312,706	10,871,448	7.6%
5712 DELINQUENT TAXES	296,205	195,024	65.8%	21,815	7.4%	101,181	720,164	116,824	16.2%
5719 OTHER TAX RELATED REVENUE	500,000	263,340	52.7%	32,893	6.6%	236,660	500,000	171,780	34.4%
<b>TOTAL TAXES</b>	<b>159,796,205</b>	<b>11,336,427</b>	<b>7.1%</b>	<b>6,741,842</b>	<b>4.2%</b>	<b>148,459,778</b>	<b>144,532,870</b>	<b>11,160,052</b>	<b>7.7%</b>
5735 SUMMER SCHOOL	-	-	--	-	--	-	50,000	500	1.0%
5738 PARKING FEES	4,500	1,563	34.7%	135	3.0%	2,937	5,000	3,033	60.7%
5739 OTHER TUITION AND FEES	200,000	29,944	15.0%	12,532	6.3%	170,056	350,000	136,663	39.0%
5742 INVESTMENT EARNINGS	500,000	111,947	22.4%	75,019	15.0%	388,053	1,000,000	607,326	60.7%
5743 RENTAL OF FACILITIES	70,000	-	0.0%	-	0.0%	70,000	200,000	37,475	18.7%
5744 GIFTS AND BEQUESTS	623,577	5,192	0.8%	5,192	0.8%	618,385	163,339	77,988	47.7%
5745 NET INSURANCE RECOVERY	200,000	103,026	51.5%	-	0.0%	96,974	-	2,878	--
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	253,220	186,809	73.8%	14,740	5.8%	66,411	249,184	307,020	123.2%
5752 ATHLETIC	-	57,968	--	33,157	--	(57,968)	261,000	155,685	59.6%
5755 ACTIVITY FUND RECEIPTS	1,914,786	94,157	4.9%	32,312	1.7%	1,820,629	1,358,530	451,007	33.2%
5766 CONCURRENT ENROLLMENT	50,000	-	0.0%	-	0.0%	50,000	25,000	49,000	196.0%
5767 IRVING SCHOOL FOUNDATION	-	-	--	-	0.0%	111,452	-	-	--
5769 REVENUE FROM INTERMEDIATE	200,000	88,548	16.9%	-	0.0%	3,336,929	150,000	-	0.0%
<b>TOTAL OTHER LOCAL RESOURCES</b>	<b>4,016,083</b>	<b>679,154</b>	<b>16.9%</b>	<b>173,087</b>	<b>4.3%</b>	<b>3,336,929</b>	<b>3,812,053</b>	<b>1,828,576</b>	<b>48.0%</b>
<b>TOTAL LOCAL RESOURCES</b>	<b>163,812,288</b>	<b>12,015,581</b>	<b>7.3%</b>	<b>6,914,929</b>	<b>4.2%</b>	<b>151,796,707</b>	<b>148,344,923</b>	<b>12,988,628</b>	<b>8.8%</b>
<b>STATE RESOURCES:</b>									
5811 PER CAPITA	14,733,689	2,949,750	20.0%	1,441,099	9.8%	11,783,939	7,894,020	1,760,896	22.3%
5812 FOUNDATION ENTITLEMENTS	142,109,122	76,193,447	53.6%	14,259,296	10.0%	65,915,675	165,627,056	88,748,309	53.6%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	-	--	-	--	-	-	-	--
5831 STATE TRS ON-BEHALF	15,652,186	4,232,086	27.0%	1,372,013	8.8%	11,420,100	12,962,813	3,763,072	29.0%
<b>TOTAL STATE RESOURCES</b>	<b>172,494,997</b>	<b>83,375,283</b>	<b>48.3%</b>	<b>17,072,408</b>	<b>9.9%</b>	<b>89,119,714</b>	<b>186,483,889</b>	<b>94,272,277</b>	<b>50.6%</b>
<b>FEDERAL RESOURCES:</b>									
5929 FEDERAL REVENUE-TEA DISTR.	350,000	-	0.0%	-	0.0%	350,000	350,000	1,485	0.4%
5931 SHARS REIMBURSEMENT	4,000,000	151,948	3.8%	98,845	2.5%	3,848,052	3,800,000	438,931	11.6%
5946 BABS SUBSIDY	-	-	--	-	--	-	734,608	-	0.0%
5949 ROTC	250,000	48,555	19.4%	13,582	5.4%	201,445	250,000	60,517	24.2%
<b>TOTAL FEDERAL RESOURCES</b>	<b>4,600,000</b>	<b>200,503</b>	<b>4.4%</b>	<b>112,427</b>	<b>2.4%</b>	<b>4,399,497</b>	<b>5,134,608</b>	<b>500,933</b>	<b>9.8%</b>
<b>OTHER SOURCES:</b>									
7912 SALE OF FIXED ASSETS	-	5,510	--	-	--	(5,510)	-	3,813	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	-	--	-	--	-	-	-	--
<b>TOTAL OTHER REVENUE SOURCES</b>	<b>-</b>	<b>5,510</b>	<b>--</b>	<b>-</b>	<b>--</b>	<b>(5,510)</b>	<b>-</b>	<b>3,813</b>	<b>--</b>
<b>TOTAL GENERAL OPERATING REVENUE:</b>	<b>340,907,285</b>	<b>95,596,878</b>	<b>28.0%</b>	<b>24,099,764</b>	<b>7.1%</b>	<b>245,310,407</b>	<b>339,963,420</b>	<b>107,765,650</b>	<b>31.7%</b>

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020			11/20 MTD	(OVER) UNDER		09/01/2019 to 11/30/2019		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>EXPENDITURES</b>									
<b>11 INSTRUCTION:</b>									
6100 PAYROLL	193,074,905	47,818,700	24.8%	16,020,415	8.3%	145,256,205	185,536,833	44,707,787	24.1%
6200 CONTRACTED SERVICES	2,155,839	508,344	23.6%	(71,985)	-3.3%	1,647,495	2,125,917	607,280	28.6%
6300 SUPPLIES	8,165,133	2,697,100	33.0%	366,038	4.5%	5,468,033	11,668,253	1,550,818	13.3%
6400 OTHER EXPENSE	1,561,254	106,318	6.8%	50,372	3.2%	1,454,935	2,329,689	545,205	23.4%
6600 CAPITAL OUTLAY	30,357	2,991	9.9%	-	0.0%	27,366	51,236	-	0.0%
<b>TOTAL INSTRUCTION</b>	<b>204,987,488</b>	<b>51,133,453.38</b>	<b>24.9%</b>	<b>16,364,841</b>	<b>8.0%</b>	<b>153,854,035</b>	<b>201,711,928</b>	<b>47,410,890</b>	<b>23.5%</b>
<b>12 LIBRARY:</b>									
6100 PAYROLL	4,743,781	1,141,223	24.1%	377,873	8.0%	3,602,558	4,332,073	1,167,908	27.0%
6200 CONTRACTED SERVICES	82,553	11,512	13.9%	9,328	11.3%	71,042	52,160	9,873	18.9%
6300 SUPPLIES	1,122,549	657,532	58.6%	120,033	10.7%	465,016	1,186,819	444,363	37.4%
6400 OTHER EXPENSE	55,252	5,764	10.4%	9,826	17.8%	49,487	71,498	9,598	13.4%
6600 CAPITAL OUTLAY	33,189	-	0.0%	-	0.0%	33,189	15,000	-	0.0%
<b>TOTAL LIBRARY</b>	<b>6,037,324</b>	<b>1,816,031</b>	<b>30.1%</b>	<b>517,060</b>	<b>8.6%</b>	<b>4,221,293</b>	<b>5,657,550</b>	<b>1,631,743</b>	<b>28.8%</b>
<b>13 STAFF DEVELOPMENT:</b>									
6100 PAYROLL	3,398,065	1,003,893	29.5%	336,604	9.9%	2,394,172	3,040,680	699,840	23.0%
6200 CONTRACTED SERVICES	364,855	62,491	17.1%	20,677	5.7%	302,364	578,272	148,168	25.6%
6300 SUPPLIES	1,296,126	452,973	34.9%	2,430	0.2%	843,153	1,136,876	809,571	71.2%
6400 OTHER EXPENSE	544,898	78,855	14.5%	12,078	2.2%	466,042	625,005	190,005	30.4%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	68,000	-	0.0%
<b>TOTAL STAFF DEVELOPMENT</b>	<b>5,603,943</b>	<b>1,598,212</b>	<b>28.5%</b>	<b>371,789</b>	<b>6.6%</b>	<b>4,005,732</b>	<b>5,448,834</b>	<b>1,847,583</b>	<b>33.9%</b>
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	5,324,842	1,308,518	24.6%	440,043	8.3%	4,016,324	4,547,350	1,199,901	26.4%
6200 CONTRACTED SERVICES	345,487	71,036	20.6%	44,016	12.7%	274,450	442,183	119,742	27.1%
6300 SUPPLIES	550,577	146,339	26.6%	19,357	3.5%	404,238	269,392	64,397	23.9%
6400 OTHER EXPENSE	305,918	81,480	26.6%	16,929	5.5%	224,438	239,738	67,348	28.1%
6600 CAPITAL OUTLAY	500	-	0.0%	-	0.0%	500	500	-	0.0%
<b>TOTAL INSTRUCTIONAL ADMINISTRATION</b>	<b>6,527,324</b>	<b>1,607,374</b>	<b>24.6%</b>	<b>520,344</b>	<b>8.0%</b>	<b>4,919,950</b>	<b>5,499,163</b>	<b>1,451,388</b>	<b>26.4%</b>
<b>23 SCHOOL ADMINISTRATION:</b>									
6100 PAYROLL	20,540,232	5,087,711	24.8%	1,696,170	8.3%	15,452,521	20,769,238	5,006,080	24.1%
6200 CONTRACTED SERVICES	104,662	58,272	55.7%	5,869	5.6%	46,390	106,001	52,713	49.7%
6300 SUPPLIES	291,120	135,253	46.5%	36,759	12.6%	155,867	259,600	68,968	26.6%
6400 OTHER EXPENSE	334,057	71,668	21.5%	28,566	8.6%	262,389	242,158	51,858	21.4%
6600 CAPITAL OUTLAY	2,837	-	0.0%	-	0.0%	2,837	-	-	-
<b>TOTAL SCHOOL ADMINISTRATION</b>	<b>21,272,908</b>	<b>5,352,904</b>	<b>25.2%</b>	<b>1,767,364</b>	<b>8.3%</b>	<b>15,920,004</b>	<b>21,376,996</b>	<b>5,179,619</b>	<b>24.2%</b>

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020			11/20 MTD		(OVER) UNDER	09/01/2019 to 11/30/2019		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>31 COUNSELING SERVICES:</b>									
6100 PAYROLL	14,930,545	3,696,377	24.8%	1,226,324	8.2%	11,234,168	13,818,991	3,578,911	25.9%
6200 CONTRACTED SERVICES	933,649	39,202	4.2%	19,630	2.1%	894,448	1,171,080	389,019	33.2%
6300 SUPPLIES	517,828	414,706	80.1%	6,510	1.3%	103,121	328,096	199,371	60.8%
6400 OTHER EXPENSE	79,703	9,454	11.9%	3,950	5.0%	70,250	81,199	28,849	35.5%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
<b>TOTAL COUNSELING SERVICES</b>	<b>16,461,726</b>	<b>4,159,738</b>	<b>25.3%</b>	<b>1,256,413</b>	<b>7.6%</b>	<b>12,301,987</b>	<b>15,399,366</b>	<b>4,196,150</b>	<b>27.2%</b>
<b>32 ATTENDANCE SERVICES:</b>									
6100 PAYROLL	1,341,408	329,360	24.6%	105,410	7.9%	1,012,048	1,581,844	315,240	19.9%
6200 CONTRACTED SERVICES	1,662	1,277	76.8%	451	27.1%	385	750	1,125	150.0%
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	7,255	808	11.1%	516	7.1%	6,447	7,346	1,054	14.3%
<b>TOTAL ATTENDANCE SERVICES</b>	<b>1,350,325</b>	<b>331,445</b>	<b>24.5%</b>	<b>106,377</b>	<b>7.9%</b>	<b>1,018,880</b>	<b>1,589,940</b>	<b>317,418</b>	<b>20.0%</b>
<b>33 HEALTH SERVICES:</b>									
6100 PAYROLL	3,390,515	839,472	24.8%	275,562	8.1%	2,551,043	3,296,958	827,069	25.1%
6200 CONTRACTED SERVICES	5,596	2,165	38.7%	2,211	39.5%	3,431	5,596	1,964	35.1%
6300 SUPPLIES	137,114	18,025	13.1%	4,213	3.1%	119,089	92,796	38,052	41.0%
6400 OTHER EXPENSE	4,329	-	0.0%	-	0.0%	4,329	4,925	1,424	28.9%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
<b>TOTAL HEALTH SERVICES</b>	<b>3,537,554</b>	<b>859,663</b>	<b>24.3%</b>	<b>281,986</b>	<b>8.0%</b>	<b>2,677,891</b>	<b>3,400,274</b>	<b>868,510</b>	<b>25.5%</b>
<b>34 PUPIL TRANSPORTATION:</b>									
6100 PAYROLL	-	28,880	--	9,659	--	(28,880)	-	-	--
6200 CONTRACTED SERVICES	11,627,465	520,610	4.5%	495,814	4.3%	11,106,855	12,630,522	1,051,746	8.3%
6300 SUPPLIES	900,000	63,538	7.1%	47,524	5.3%	836,462	896,943	171,468	19.1%
6400 OTHER EXPENSE	95,007	97,264	102.4%	94,654	99.6%	(2,257)	88,397	(180,646)	-204.4%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	2,200,000	-	0.0%
<b>TOTAL PUPIL TRANSPORTATION</b>	<b>12,622,472</b>	<b>710,293</b>	<b>5.6%</b>	<b>647,652</b>	<b>5.1%</b>	<b>11,912,179</b>	<b>15,815,862</b>	<b>1,042,567</b>	<b>6.6%</b>
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	512,238	164,986	32.2%	51,029	10.0%	347,252	422,353	162,731	38.5%
6300 SUPPLIES	1,600	-	0.0%	-	0.0%	1,600	31,000	-	0.0%
6400 OTHER EXPENSE	220,000	-	0.0%	-	0.0%	220,000	220,000	-	0.0%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
<b>TOTAL FOOD SERVICE</b>	<b>733,838</b>	<b>164,986</b>	<b>22.5%</b>	<b>51,029</b>	<b>7.0%</b>	<b>568,852</b>	<b>673,353</b>	<b>162,731</b>	<b>24.2%</b>
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	4,109,550	971,217	23.6%	324,585	7.9%	3,138,333	4,132,814	974,050	23.6%
6200 CONTRACTED SERVICES	560,411	94,513	16.9%	52,796	9.4%	465,898	447,633	136,159	30.4%
6300 SUPPLIES	667,771	95,656	14.3%	30,276	4.5%	572,115	621,629	95,363	15.3%
6400 OTHER EXPENSE	1,157,173	169,971	14.7%	45,369	3.9%	987,201	1,417,582	388,921	27.4%
6600 CAPITAL OUTLAY	21,772	6,075	27.9%	-	0.0%	15,697	49,864	-	0.0%
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES</b>	<b>6,516,677</b>	<b>1,337,432</b>	<b>20.5%</b>	<b>453,026</b>	<b>7.0%</b>	<b>5,179,245</b>	<b>6,669,522</b>	<b>1,594,492</b>	<b>23.9%</b>

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020			11/20 MTD	(OVER) UNDER		09/01/2019 to 11/30/2019		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	6,723,175	1,701,391	25.3%	575,176	8.6%	5,021,785	6,300,028	1,590,315	25.2%
6200 CONTRACTED SERVICES	886,585	211,828	23.9%	96,282	10.9%	674,757	1,076,826	216,474	20.1%
6300 SUPPLIES	1,322,047	314,104	23.8%	2,723	0.2%	1,007,942	836,367	115,738	13.8%
6400 OTHER EXPENSE	687,873	290,026	42.2%	233,421	33.9%	397,846	682,559	304,485	44.6%
6600 CAPITAL OUTLAY	29,474	-	0.0%	-	0.0%	29,474	10,246	-	0.0%
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>9,649,154</b>	<b>2,517,349</b>	<b>26.1%</b>	<b>907,601</b>	<b>9.4%</b>	<b>7,131,804</b>	<b>8,906,026</b>	<b>2,227,012</b>	<b>25.0%</b>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	14,587,821	3,796,553	26.0%	1,154,735	7.9%	10,791,268	14,131,139	3,721,579	26.3%
6200 CONTRACTED SERVICES	10,051,569	1,081,687	10.8%	387,252	3.9%	8,969,883	8,804,881	978,313	11.1%
6300 SUPPLIES	3,778,711	592,846	15.7%	159,721	4.2%	3,185,865	2,401,566	625,127	26.0%
6400 OTHER EXPENSE	1,229,693	1,243,909	101.2%	1,204,744	98.0%	(14,215)	1,150,358	1,092,964	95.0%
6600 CAPITAL OUTLAY	151,700	6,211	4.1%	-	0.0%	145,489	195,697	11,769	6.0%
<b>TOTAL MAINTENANCE</b>	<b>29,799,494</b>	<b>6,721,205</b>	<b>22.6%</b>	<b>2,906,452</b>	<b>9.8%</b>	<b>23,078,290</b>	<b>26,683,640</b>	<b>6,429,751</b>	<b>24.1%</b>
<b>52 SECURITY:</b>									
6100 PAYROLL	2,164,101	626,379	28.9%	194,926	9.0%	1,537,722	2,145,072	655,248	30.5%
6200 CONTRACTED SERVICES	1,811,067	3,600	0.2%	496	0.0%	1,807,467	1,681,727	20,305	1.2%
6300 SUPPLIES	319,421	80,414	25.2%	10,722	3.4%	239,006	339,956	34,371	10.1%
6400 OTHER EXPENSE	17,094	5,247	30.7%	1,891	11.1%	11,848	16,592	3,650	22.0%
6600 CAPITAL OUTLAY	38,100	-	0.0%	-	0.0%	38,100	38,100	-	0.0%
<b>TOTAL SECURITY</b>	<b>4,349,783</b>	<b>715,640</b>	<b>16.5%</b>	<b>208,035</b>	<b>4.8%</b>	<b>3,634,143</b>	<b>4,221,447</b>	<b>713,573</b>	<b>16.9%</b>
<b>53 DATA PROCESSING:</b>									
6100 PAYROLL	2,394,691	594,761	24.8%	203,103	8.5%	1,799,930	2,248,381	570,026	25.4%
6200 CONTRACTED SERVICES	2,368,174	501,269	21.2%	146,376	6.2%	1,866,905	1,924,454	452,938	23.5%
6300 SUPPLIES	9,290,430	657,385	7.1%	97,554	1.1%	8,633,045	5,968,562	266,308	4.5%
6400 OTHER EXPENSE	52,023	863	1.7%	461	0.9%	51,160	61,833	6,380	10.3%
6600 CAPITAL OUTLAY	199,000	179,000	89.9%	179,000	89.9%	20,000	261,733	197,552	75.5%
<b>TOTAL DATA PROCESSING</b>	<b>14,304,318</b>	<b>1,933,278</b>	<b>13.5%</b>	<b>626,494</b>	<b>4.4%</b>	<b>12,371,040</b>	<b>10,464,963</b>	<b>1,493,206</b>	<b>14.3%</b>
<b>61 COMMUNITY SERVICES:</b>									
6100 PAYROLL	343,491	95,491	27.8%	28,531	8.3%	248,000	392,067	101,532	25.9%
6200 CONTRACTED SERVICES	165,826	8,700	5.2%	2,697	1.6%	157,127	207,423	89,850	43.3%
6300 SUPPLIES	37,701	3,885	10.3%	1,493	4.0%	33,816	72,308	17,237	23.8%
6400 OTHER EXPENSE	101,574	10,247	10.1%	2,316	2.3%	91,327	110,584	42,832	38.7%
6600 CAPITAL OUTLAY	5,984	-	0.0%	-	0.0%	5,984	-	-	-
<b>TOTAL COMMUNITY SERVICES</b>	<b>654,576</b>	<b>118,322</b>	<b>18.1%</b>	<b>35,036</b>	<b>5.4%</b>	<b>536,254</b>	<b>782,383</b>	<b>251,450</b>	<b>32.1%</b>

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	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	113,000	-	0.0%	-	0.0%	113,000	-	-	--
6300 SUPPLIES & MATERIALS	560,000	-	0.0%	-	0.0%	560,000	-	-	--
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	1,599,365	(173,686)	-10.9%	(105,347)	-6.6%	1,773,051	4,605,934	(26,504)	-0.6%
<b>TOTAL FACILITIES</b>	<b>2,272,365</b>	<b>(173,686)</b>	<b>-7.6%</b>	<b>(105,347)</b>	<b>-4.6%</b>	<b>2,446,051</b>	<b>4,605,934</b>	<b>(26,504)</b>	<b>-0.6%</b>
<b>95 PAYMENTS TO JJAEP:</b>									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	-	0.0%
<b>TOTAL PAYMENTS TO JJAEP</b>	<b>190,000</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>190,000</b>	<b>190,000</b>	<b>-</b>	<b>0.0%</b>
<b>97 PAYMENTS TO TIF:</b>									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
<b>TOTAL PAYMENTS TO TIF</b>	<b>-</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>--</b>
<b>99 INTERGOVERNMENTAL CHARGES:</b>									
6200 CONTRACTED SERVICES	625,457	306,668	49.0%	153,334	24.5%	318,789	625,457	303,696	48.6%
<b>TOTAL INTERGOVERNMENTAL CHARGES</b>	<b>625,457</b>	<b>306,668</b>	<b>49.0%</b>	<b>153,334</b>	<b>24.5%</b>	<b>318,789</b>	<b>625,457</b>	<b>303,696</b>	<b>48.6%</b>
<b>OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	-	-	--
<b>TOTAL OTHER USES</b>	<b>-</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>--</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>--</b>
<b>TOTAL 6000 EXPENDITURES:</b>	<b>347,496,725</b>	<b>81,210,306</b>	<b>23.4%</b>	<b>27,069,487</b>	<b>7.8%</b>	<b>266,286,419</b>	<b>339,722,638</b>	<b>77,095,276</b>	<b>22.7%</b>
<b>EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:</b>	<b>(6,589,440)</b>	<b>14,386,572</b>		<b>(2,969,723)</b>			<b>240,782</b>	<b>30,670,375</b>	
<b>BEGINNING FUND BALANCE:</b>	<b>93,937,748</b>	<b>122,767,548</b>					<b>53,503,332</b>	<b>86,201,136</b>	
<b>ENDING FUND BALANCE:</b>	<b>87,348,308</b>	<b>137,154,120</b>					<b>53,744,114</b>	<b>116,871,511</b>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
November 30, 2020**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020			11/20 MTD	(OVER) UNDER		09/01/2019 to 11/30/2019		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE SUMMARY:</b>									
LOCAL REVENUE	163,812,288	12,015,581	7.3%	6,914,929	4%	151,796,707	148,344,923	12,988,628	8.8%
STATE REVENUE	172,494,997	83,375,283	48.3%	17,072,408	10%	89,119,714	186,483,889	94,272,277	50.6%
FEDERAL REVENUE	4,600,000	200,503	4.4%	112,427	2%	4,399,497	5,134,608	500,933	9.8%
OTHER SOURCES	-	5,510	--	-	--	(5,510)	-	3,813	--
TOTAL OTHER REVENUE SOURCES	340,907,285	95,596,878	28.0%	24,099,764	7%	245,310,407	339,963,420	107,765,650	31.7%
<b>APPROPRIATIONS/EXPENDITURES</b>									
<b>BUDGET CATEGORY SUMMARY:</b>									
6100 PAYROLL	277,579,361	69,204,910	24.9%	23,010,485	8%	208,374,451	266,695,821	65,278,217	24.5%
6200 SERVICES	32,393,858	3,483,173	10.8%	964,084	3%	28,910,685	32,070,882	4,579,364	14.3%
6300 SUPPLIES	28,958,126	6,329,757	21.9%	857,829	3%	22,628,368	25,213,219	4,329,483	17.2%
6400 OTHER EXPENSE	6,453,102	2,171,874	33.7%	1,610,439	25%	4,281,228	7,349,462	2,553,926	34.7%
6600 CAPITAL OUTLAY	2,112,278	20,591	1.0%	73,653	3%	2,091,687	5,296,310	182,818	3.5%
8900 OTHER USES	-	-	--	-	--	-	-	-	--
TOTAL APPROPRIATIONS/EXPENDITURES	347,496,725	81,210,306	23.4%	26,516,489	8%	266,286,419	336,625,695	76,923,808	22.9%

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF FOOD SERVICE BUDGET & ACTUAL  
 November 30, 2020

	CURRENT YEAR						PRIOR YEAR		
	BUDGET	09/01/2020 to 11/30/2020 YTD	%YTD	11/20 MTD	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	09/01/2019 to 11/30/2019 YTD	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5742 INVESTMENT EARNINGS	10,000	8,431	84.3%	3,586	35.9%	1,569	250,000	125,715	50.3%
5749 MISCELLANEOUS REVENUE	0.00	-	0.0%	-	--	-	-	55,670	--
5751 FOOD SERVICES	2,025,000	47,434	2.3%	23,608	1.2%	1,977,566	2,700,000	588,585	21.8%
5755 ACTIVITY FUND RECEIPTS	150,000	-	0.0%	-	0.0%	150,000	150,000	-	0.0%
<b>TOTAL LOCAL RESOURCES</b>	<b>2,185,000</b>	<b>55,865</b>	<b>2.6%</b>	<b>27,195</b>	<b>1.2%</b>	<b>2,129,135</b>	<b>3,100,000</b>	<b>769,971</b>	<b>24.8%</b>
<b>STATE RESOURCES:</b>									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	-	0.0%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
<b>TOTAL STATE RESOURCES</b>	<b>120,000</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>120,000</b>	<b>120,000</b>	<b>-</b>	<b>0.0%</b>
<b>FEDERAL RESOURCES:</b>									
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	96,579	2.3%	(787,049)	-19.1%	4,028,421	5,500,000	2,138,222	38.9%
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	153,327	1.4%	(1,583,357)	-14.7%	10,654,318	14,410,193	4,395,890	30.5%
5923 USDA DONATED COMMODITIES	975,000	1,610,751	165.2%	-	0.0%	(635,751)	1,300,000	1,522,963	117.2%
5938 SUMMER FEEDING PROGRAM	-	4,522,345	--	4,522,345	--	(4,522,345)	-	-	--
5939 CACFP SUPPER PROGRAM	150,000	37,404	24.9%	34,940	23.3%	112,596	200,000	252,002	126.0%
<b>TOTAL FEDERAL RESOURCES</b>	<b>16,057,645</b>	<b>6,420,406</b>	<b>40.0%</b>	<b>2,186,880</b>	<b>13.6%</b>	<b>9,637,239</b>	<b>21,410,193</b>	<b>8,309,077</b>	<b>38.8%</b>
<b>TOTAL FOOD SERVICE REVENUE:</b>	<b>18,362,645</b>	<b>6,476,271</b>	<b>35.3%</b>	<b>2,214,075</b>	<b>12.1%</b>	<b>11,886,374</b>	<b>24,630,193</b>	<b>9,079,048</b>	<b>36.9%</b>
<b>EXPENDITURES:</b>									
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	7,154,914	3,051,043	42.6%	961,656	13.4%	4,103,871	9,299,746	3,148,037	33.9%
6200 CONTRACTED SERVICES	459,426	51,822	11.3%	30,072	6.5%	407,604	532,567	571	0.1%
6300 SUPPLIES	10,303,565	3,242,424	31.5%	2,123,047	20.6%	7,061,141	14,045,513	3,123,660	22.2%
6400 OTHER EXPENSE	67,241	1,325	2.0%	308	0.5%	65,916	94,954	37,718	39.7%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	16,900	50,929	301.4%
<b>FOOD SERVICE EXPENDITURES</b>	<b>17,985,145</b>	<b>6,346,614</b>	<b>35.3%</b>	<b>3,115,083</b>	<b>17.3%</b>	<b>11,638,532</b>	<b>23,989,680</b>	<b>6,360,915</b>	<b>26.5%</b>
<b>38 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	951	-	--
6400 OTHER EXPENSE	10,000	-	0.0%	-	0.0%	10,000	-	-	--
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>10,000</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>10,000</b>	<b>951</b>	<b>-</b>	<b>--</b>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	249,024	7,536	3.0%	470	0.2%	241,488	249,024	27,620	11.1%
6200 CONTRACTED SERVICES	400,976	-	0.0%	-	0.0%	400,976	400,976	-	0.0%
<b>MAINTENANCE EXPENDITURES</b>	<b>650,000</b>	<b>7,536</b>	<b>1.2%</b>	<b>470</b>	<b>0.1%</b>	<b>642,464</b>	<b>650,000</b>	<b>27,620</b>	<b>4.2%</b>
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	2,000,000	(195,599)	-9.8%	(97,799)	-4.9%	2,195,599	2,753,613	261,045	9.5%
<b>FACILITIES EXPENDITURES</b>	<b>2,000,000</b>	<b>(195,599)</b>	<b>-9.8%</b>	<b>(97,799)</b>	<b>-4.9%</b>	<b>2,195,599</b>	<b>2,753,613</b>	<b>261,045</b>	<b>--</b>
<b>89 OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
<b>TOTAL 6000 EXPENDITURES:</b>	<b>20,645,145</b>	<b>6,158,551</b>	<b>29.8%</b>	<b>3,017,754</b>	<b>14.6%</b>	<b>14,486,594</b>	<b>27,393,293</b>	<b>6,650,531</b>	<b>24.3%</b>
<b>EXCESS (DEFICIENCY)</b>	<b>(2,282,500)</b>	<b>317,720</b>		<b>(803,679)</b>			<b>(2,763,100)</b>	<b>2,428,517</b>	
<b>BEGINNING FUND BALANCE:</b>	<b>1,706,402</b>	<b>2,925,299</b>					<b>(59,872)</b>	<b>3,322,828</b>	
<b>ENDING FUND BALANCE:</b>	<b>(576,098)</b>	<b>3,243,020</b>					<b>(2,822,972)</b>	<b>5,751,345</b>	

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF DEBT SERVICE BUDGET & ACTUAL  
 November 30, 2020

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020 YTD			11/20 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 11/30/2019 YTD		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD		BUDGET	ACTUAL	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	37,329,600	2,790,264	7.5%	1,715,275	4.6%	34,539,336	36,359,978	2,890,120	7.9%
5712 DELINQUENT TAXES	-	63,025	--	6,434	--	(63,025)	367,272	37,046	10.1%
5719 OTHER TAX RELATED REVENUE	-	75,644	--	5,726	--	(75,644)	100,000	44,641	44.6%
TOTAL TAXES	37,329,600	2,928,933	7.8%	1,727,434	4.6%	34,400,667	36,827,250	2,971,807	8.1%
5742 INVESTMENT EARNINGS	-	6,848	--	3,913	--	(6,848)	100,000	87,828	87.8%
TOTAL LOCAL RESOURCES	37,329,600	2,935,781	7.9%	1,731,348	4.6%	34,393,819	36,927,250	3,059,635	8.3%
<b>STATE RESOURCES (EDA):</b>									
5829 TEA/NON-FOUNDATION REVENUE	550,008	-	0.0%	-	0.0%	550,008	-	866,182	--
TOTAL STATE RESOURCES	550,008	-	0.0%	-	0.0%	550,008	-	866,182	--
<b>OTHER SOURCES:</b>									
7911 SALE OF BONDS	-	-	--	-	--	-	-	42,020,000	--
7915 INTERFUND TRANSERS IN	-	-	--	-	--	-	-	-	--
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	--	-	--	-	-	2,152,914	--
TOTAL OTHER SOURCES	-	-	--	-	0.0%	-	-	44,172,914	--
<b>TOTAL REVENUE:</b>	<b>37,879,608</b>	<b>2,935,781</b>	<b>7.8%</b>	<b>1,731,348</b>	<b>4.6%</b>	<b>34,943,827</b>	<b>36,927,250</b>	<b>48,098,731</b>	<b>130.3%</b>
<b>EXPENDITURES:</b>									
<b>71 DEBT SERVICE:</b>									
6500 DEBT SERVICE FEES	45,579,600	-	0.0%	-	0.0%	45,579,600	46,894,682	395,158	0.8%
DEBT SERVICE EXPENDITURES	45,579,600	-	0.0%	-	0.0%	45,579,600	46,894,682	395,158	0.8%
<b>OTHER USES:</b>									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	43,774,533	--
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	-	43,774,533	--
<b>TOTAL EXPENDITURES:</b>	<b>45,579,600</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>45,579,600</b>	<b>46,894,682</b>	<b>44,169,690</b>	<b>94.2%</b>
<b>EXCESS (DEFICIENCY)</b>									
REVENUE OVER EXPENDITURES:	(7,699,992)	2,935,781		1,731,348			(9,967,432)	3,929,041	
<b>BEGINNING FUND BALANCE:</b>	<b>6,893,209</b>	<b>14,840,048</b>					<b>16,536,024</b>	<b>18,020,262</b>	
<b>ENDING FUND BALANCE:</b>	<b>(806,783)</b>	<b>17,775,830</b>					<b>6,568,592</b>	<b>21,949,304</b>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUND TYPES  
09/01/2020-11/30/2020**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199 GENERAL	200-499 SPECIAL REVENUE EXCLUDING FOOD SERVICE	500-599 DEBT SERVICE	600-699 CAPITAL PROJECTS
<b>REVENUE:</b>					
5700	Local and Intermediate Sources	\$ 12,015,581	\$ 6,500	\$ 2,935,781	\$ -
5800	State Program Revenues	83,375,283	10,037	-	-
5900	Federal Program Revenues	200,503	43,649	-	-
5020	Total Revenue:	\$ 95,591,368	60,187	2,935,781	-
<b>EXPENDITURES:</b>					
0010	Instruction and Instructional-Related Services	54,547,696	5,678,486	-	-
0020	Instructional and School Leadership	6,960,277	259,816	-	-
0030	Support Services - Student (Pupil)	7,563,556	547,195	-	-
0040	Administrative Support Services	2,517,349	13,684	-	-
0050	Support Services - Nonstudent Based	9,370,123	1,353,684	-	(2,706,475)
0060	Community Services	118,322	423,259	-	-
0070	Debt Service	-	-	-	-
0080	Capital Outlay	(173,686)	-	-	(110,756)
0090	Intergovernmental Charges/JJAEP/TIF	306,668	-	-	-
6030	Total Expenditures:	81,210,306	8,276,124	-	(2,817,230)
<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:</b>		<u>14,381,062</u>	<u>(8,215,937)</u>	<u>2,935,781</u>	<u>2,817,230</u>
<b>OTHER FINANCING SOURCES:</b>					
7900	Proceeds from Sale of Fixed Assets	5,510	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	1,650,000
7020	Total Other Financing Sources:	<u>5,510</u>	<u>-</u>	<u>-</u>	<u>1,650,000</u>
<b>OTHER FINANCING USES:</b>					
8900	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL OTHER FINANCING SOURCES AND (USES):</b>		<u>5,510</u>	<u>-</u>	<u>-</u>	<u>1,650,000</u>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:</b>	14,386,572	(8,215,937)	2,935,781	4,467,230
0100	<b>FUND BALANCE - September 1 (Beginning):</b>	<u>122,767,548</u>	<u>8,590,611</u>	<u>14,840,048</u>	<u>6,983,867</u>
3000	<b>FUND BALANCE (DEFICIT) - (Ending):</b>	\$ <u>137,154,120</u>	\$ <u>374,674</u>	\$ <u>17,775,830</u>	\$ <u>11,451,098</u>

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUND TYPES  
09/01/2019-11/30/2019**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
<b>REVENUE:</b>					
5700	Local and Intermediate Sources	\$ 12,988,828	\$ 26,000	\$ 3,059,635	\$ -
5800	State Program Revenues	94,272,277	193,707	866,182	-
5900	Federal Program Revenues	500,933	322,044	-	-
5020	<b>Total Revenue:</b>	<b>\$ 107,761,838</b>	<b>541,751</b>	<b>3,925,817</b>	<b>-</b>
<b>EXPENDITURES:</b>					
0010	Instruction and Instructional-Related Services	50,890,216	3,883,022	-	-
0020	Instructional and School Leadership	6,631,006	143,344	-	-
0030	Support Services - Student (Pupil)	8,181,868	403,253	-	-
0040	Administrative Support Services	2,227,012	12,895	-	-
0050	Support Services - Nonstudent Based	8,636,530	13,694	-	-
0060	Community Services	251,450	383,757	-	-
0070	Debt Service	-	-	395,158	-
0080	Capital Outlay	(26,504)	-	-	(507,710)
0090	Intergovernmental Charges/JJAEP/TIF	303,696	-	-	-
6030	<b>Total Expenditures:</b>	<b>77,095,276</b>	<b>4,839,965</b>	<b>395,158</b>	<b>(507,710)</b>
<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:</b>		<b>30,666,562</b>	<b>(4,298,214)</b>	<b>3,530,659</b>	<b>507,710</b>
7900	<b>OTHER FINANCING SOURCES:</b>				
	Proceeds from Sale of Fixed Assets	3,813	-	-	-
	Proceeds from Sale of Bonds	-	-	42,020,000	-
	Premium (Discount) Bonds Payable	-	-	2,152,914	-
	Operating Transfers In	-	-	-	7,666,000
	Special Items	-	-	-	-
	Extraordinary Items	-	-	-	-
7020	<b>Total Other Financing Sources:</b>	<b>3,813</b>	<b>-</b>	<b>44,172,914</b>	<b>7,666,000</b>
8900	<b>OTHER FINANCING USES:</b>				
	Refunding Bonds	-	-	43,774,533	-
	Operating Transfers Out	-	-	-	705,933
8030	<b>Total Other Financing Uses:</b>	<b>-</b>	<b>-</b>	<b>43,774,533</b>	<b>705,933</b>
<b>TOTAL OTHER FINANCING SOURCES AND (USES):</b>		<b>3,813</b>	<b>-</b>	<b>398,382</b>	<b>6,960,067</b>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:</b>	<b>30,670,375</b>	<b>(4,298,214)</b>	<b>3,929,041</b>	<b>7,467,777</b>
0100	<b>FUND BALANCE - September 1 (Beginning):</b>	<b>86,201,136</b>	<b>4,510,968</b>	<b>(8,948,234)</b>	<b>(4,737,003)</b>
3000	<b>FUND BALANCE (DEFICIT) - (Ending):</b>	<b>\$ 116,871,511</b>	<b>\$ 212,754</b>	<b>\$ (5,019,192)</b>	<b>\$ 2,730,774</b>

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL  
 November 30, 2020

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 11/30/2020		%YTD	11/20 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 11/30/2019		%YTD
BUDGET	ACTUAL	ACTUAL		%MTD	BUDGET		ACTUAL		
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5742 INVESTMENT EARNINGS	1,000	999	99.9%	569	56.9%	1	1,000	10,712	1071.2%
5749 MISCELLANEOUS REVENUE	435,647	120,861	27.7%	(7,146)	-1.6%	314,786	435,647	202,583	46.5%
5751 FOOD SERVICES	-	-	-	-	-	-	-	125	-
5754 INTERFUND TRANSACTIONS	2,040,368	942,620	46.2%	415,211	20.3%	1,097,748	1,011,000	348,989	34.5%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	-	-	-	-	-	-	-
<b>TOTAL LOCAL RESOURCES</b>	<b>2,477,265</b>	<b>1,064,480</b>	<b>43.0%</b>	<b>408,634</b>	<b>16.5%</b>	<b>1,412,785</b>	<b>1,447,897</b>	<b>562,408</b>	<b>38.8%</b>
<b>OTHER SOURCES:</b>									
7915 INTERFUND TRANSFER IN	-	-	-	-	-	-	-	-	-
<b>TOTAL OTHER SOURCES</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>TOTAL INTERNAL SERVICE FUNDS REVENUE:</b>	<b>2,477,265</b>	<b>1,064,480</b>	<b>43.0%</b>	<b>408,634</b>	<b>16.5%</b>	<b>1,412,785</b>	<b>1,447,897</b>	<b>562,408</b>	<b>38.8%</b>
<b>EXPENDITURES:</b>									
<b>13 STAFF DEVELOPMENT:</b>									
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
<b>TOTAL STAFF DEVELOPMENT</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	225,387	52,247	23.2%	15,452	6.9%	173,140	225,387	46,227	20.5%
6200 CONTRACTED SERVICES	200,010	50,848	25.4%	15,174	7.6%	149,162	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	200,010	32,939	16.5%
6400 OTHER EXPENSE	10,500	128	1.2%	128	1.2%	10,372	10,500	84	0.8%
<b>TOTAL INSTRUCTIONAL ADMINISTRATION</b>	<b>435,897</b>	<b>103,223</b>	<b>23.7%</b>	<b>30,754</b>	<b>7.1%</b>	<b>332,674</b>	<b>435,897</b>	<b>79,250</b>	<b>18.2%</b>
<b>35 FOOD SERVICE</b>									
6100 PAYROLL COSTS	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	-	-	-	-	-	964	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER OPERATING COST	-	-	-	-	-	-	-	-	-
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>964</b>	<b>-</b>
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	177,270	47,370	26.7%	17,226	9.7%	129,901	177,270	42,403	23.9%
6200 CONTRACTED SERVICES	222,000	42,692	19.2%	18,320	8.3%	179,308	169,667	44,847	26.4%
6300 SUPPLIES	54,646	34,169	62.5%	14,858	27.2%	20,478	66,406	46,459	70.0%
6400 OTHER EXPENSE	1,545,985	265,593	17.2%	62,474	4.0%	1,280,392	1,590,685	135,720	8.5%
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>1,999,901</b>	<b>389,823</b>	<b>19.5%</b>	<b>112,879</b>	<b>5.6%</b>	<b>1,610,078</b>	<b>2,004,028</b>	<b>269,429</b>	<b>13.4%</b>
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	-	-	-
<b>TOTAL OTHER USES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	-	-	-
6400 OTHER OPERATING COST	37,807	35,019	92.6%	12,052	31.9%	2,788	37,340	35,368	94.7%
<b>TOTAL EXTRA-CURRICULAR ACTIVITIES:</b>	<b>41,467</b>	<b>35,019</b>	<b>-</b>	<b>12,052</b>	<b>-</b>	<b>6,448</b>	<b>37,340</b>	<b>35,368</b>	<b>-</b>
<b>TOTAL 6000 EXPENDITURES:</b>	<b>2,477,265</b>	<b>528,065</b>	<b>21.3%</b>	<b>155,685</b>	<b>6.3%</b>	<b>1,949,200</b>	<b>2,477,265</b>	<b>385,011</b>	<b>15.5%</b>
<b>NET INCOME (LOSS)</b>	<b>-</b>	<b>536,414</b>		<b>252,949</b>			<b>(1,029,368)</b>	<b>177,398</b>	
<b>BEGINNING FUND BALANCE:</b>	<b>119,535</b>	<b>1,099,005</b>					<b>(16,950)</b>	<b>1,284,352</b>	
<b>ENDING FUND EQUITY BALANCE:</b>	<b>119,535</b>	<b>1,635,420</b>					<b>(1,046,318)</b>	<b>1,461,749</b>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
 COMBINED STATEMENT OF REVENUE, EXPENSES AND  
 CHANGES IN FUND NET ASSETS  
 INTERNAL SERVICE FUNDS  
 09/01/2020-11/30/2020**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ -	\$ 331,750	\$ 591,240	\$ 120,779	\$ 19,711	\$ 1,063,481
5020 Total Operating Revenue	-	331,750	591,240	120,779	19,711	1,063,481
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	-	35,373	11,997	52,247		99,617
6200 Professional/Contracted Services		25,981			16,711	42,692
6300 Supplies and Materials		28,965	-	50,848	5,204	85,016
6400 Claims, Admin, & Other Expenses		295,612	5,000	128		300,740
6030 Total Operating Expenses	-	385,931	16,997	103,223	21,915	528,065
Operating Income (Loss)	-	(54,181)	574,243	17,556	(2,203)	535,415
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	999	-	-	-	999
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS</b>	<b>\$ -</b>	<b>\$ (53,182)</b>	<b>\$ 574,243</b>	<b>\$ 17,556</b>	<b>\$ (2,203)</b>	<b>\$ 536,414</b>
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,223,156	\$ 45,621	\$ (150,856)	\$ (18,916)	\$ 1,099,005
3000 <b>TOTAL NET ASSETS</b>	<b>\$ -</b>	<b>\$ 1,169,975</b>	<b>\$ 619,865</b>	<b>\$ (133,300)</b>	<b>\$ (21,120)</b>	<b>\$ 1,635,420</b>

**IRVING INDEPENDENT SCHOOL DISTRICT  
 COMBINED STATEMENT OF REVENUE, EXPENSES AND  
 CHANGES IN FUND NET ASSETS  
 INTERNAL SERVICE FUNDS  
 09/01/2019-11/30/2019**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ 125	\$ 315,824	\$ 2,869	\$ 202,397	\$ 30,482	\$ 551,696
5020 Total Operating Revenue	125	315,824	2,869	202,397	30,482	551,696
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	964	31,979	10,424	46,227		89,594
6200 Professional/Contracted Services		13,464	7,000		24,383	44,847
6300 Supplies and Materials		27,103	-	32,939	19,356	79,398
6400 Claims, Admin, & Other Expenses		166,088	5,000	84		171,172
6030 Total Operating Expenses	964	238,634	22,424	79,250	43,739	385,011
Operating Income (Loss)	(839)	77,190	(19,555)	123,147	(13,257)	166,686
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	10,712	-	-	-	10,712
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS</b>						
	\$ (839)	\$ 87,902	\$ (19,555)	\$ 123,147	\$ (13,257)	\$ 177,398
0100 Total Net Assets - September 1 (Beginning)	\$ 116,013	\$ 982,320	\$ 120,024	\$ 22,825	\$ 43,170	\$ 1,284,352
3000 <b>TOTAL NET ASSETS</b>	<b>\$ 115,174</b>	<b>\$ 1,070,222</b>	<b>\$ 100,468</b>	<b>\$ 145,972</b>	<b>\$ 29,913</b>	<b>\$ 1,461,749</b>

CONSOLIDATED BALANCE SHEET FOR 2021 3 - GO

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	14,270,229.91	31,481,321.37
1151	IMPREST FUNDS	.00	2,534.00
1153	IMPREST CHANGE FUND	.00	3,361.00
1170	LEGACY TEXAS MMA	6,144.32	20,732,619.81
1172	CERTIFICATES OF DEPOSIT	.00	15,070,801.64
1175	TEXPOOL	103.52	1,023,201.90
1176	TEXSTAR	693.13	8,934,974.82
1177	LONE STAR POOL	346.84	5,439,558.24
1178	TEXAS CLASS	-17,295,973.44	9,803,743.82
1179	LOGIC	7,073.86	54,086,015.25
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	6,124,272.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,522,612.00
1241	DUE FROM STATE	-1,903.76	85,446.52
1251	ACCRUED INTEREST	-108,164.38	.00
1262	DUE FROM SPECIAL REVENUE	.00	1,961,790.00
1263	DUE FROM I & S	.00	317,726.22
1266	DUE FROM INTERNAL SERVICE FUND	.00	2,536.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	21,605.55	45,007.85
1311	INVENTORIES - GENERAL SUPPLIES	78,360.26	406,910.65
1312	INVENTORIES - SCHOOLDUDE	5,332.43	252,268.27
1313	POSTAGE	-45.69	44,163.32
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	3,249.99
1495	PREPAID EXPENSE	.00	7,745.30
	<b>TOTAL ASSETS</b>	<b>-3,016,197.45</b>	<b>153,364,055.72</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	640,835.71	-28,523.29
2111	ACCOUNTS PAYABLE	-751,325.42	-982,865.58
2113	TAX REFUNDS/ATTNY'S FEE	149,330.36	-79,469.11
2114	RETAINAGES	.00	105,347.04
2161	ACCRUED WAGES PAYABLE	.00	-15,592,250.68
2181	DUE TO STATE	314.48	-4,124,145.17
2199	CREDIT CARD SUSPENSION	-705.22	-29,351.27
2311	DEFERRED REVENUE	.00	-3,604,914.61
	<b>TOTAL LIABILITIES</b>	<b>38,449.91</b>	<b>-24,336,172.67</b>
<b>FUND BALANCE</b>			
3411	RESERVE FOR INVENTORIES	.00	-638,177.00
3431	RESERVE FOR PREPAID ITEMS	.00	-67,847.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42
3591	OTHER DESIGNATED FUND BALANCE	.00	-3,024,775.00
3611	FUND BALANCE BEG-OF-YEAR	-584.63	-111,302,890.52

CONSOLIDATED BALANCE SHEET FOR 2021 3 - GO

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>FUND BALANCE</b>			
3612	BUDGET SURPLUS/DEFICIT	1,052.79	6,589,440.05
4310	RESERVE FOR ENCUMBRANCES	63,432.61	-8,038,060.37
4311	RESERVE FOR ENCUMBRANCES	-63,432.61	8,038,060.37
5010	ESTIMATED REVENUE - CO	.00	340,907,284.81
5050	REALIZED REVENUE - CO	-24,075,073.35	-95,596,877.77
6010	APPROPRIATED EXPENDITURES - CO	-1,052.79	-347,496,724.86
6050	EXPENDITURES - CO	27,053,405.52	81,210,305.82
	TOTAL FUND BALANCE	2,977,747.54	-129,027,883.05
	TOTAL LIABILITIES + FUND BALANCE	3,016,197.45	-153,364,055.72

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CONSOLIDATED BALANCE SHEET FOR 2021 3 - FS

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	-1,472,462.77	-29,445,044.66
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	.00	5,990.00
1178	TEXAS CLASS	1,620.48	26,305,236.15
1241	DUE FROM STATE	1,919,148.93	5,162,111.52
1311	INVENTORIES - GENERAL SUPPLIES	-1,610,751.19	251,465.53
	<b>TOTAL ASSETS</b>	<b>-1,162,444.55</b>	<b>2,280,758.54</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	561.33	268.31
2111	ACCOUNTS PAYABLE	-6,699.83	-11,437.88
2114	RETAINAGES	.00	97,799.98
	<b>TOTAL LIABILITIES</b>	<b>-6,138.50</b>	<b>86,630.41</b>
<b>FUND BALANCE</b>			
3411	RESERVE FOR INVENTORIES	.00	-203,880.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	9,487.00
3451	RESERVE - FOOD SERVICE	.00	-1,855,275.70
3612	BUDGET SURPLUS/DEFICIT	.00	2,282,500.00
4310	RESERVE FOR ENCUMBRANCES	-33,025.90	-305,371.43
4311	RESERVE FOR ENCUMBRANCES	33,025.90	305,371.43
5010	ESTIMATED REVENUE - CO	.00	18,362,645.00
5050	REALIZED REVENUE - CO	-1,944,377.84	-6,476,271.24
6010	APPROPRIATED EXPENDITURES - CO	.00	-20,645,145.00
6050	EXPENDITURES - CO	3,112,960.89	6,158,550.99
	<b>TOTAL FUND BALANCE</b>	<b>1,168,583.05</b>	<b>-2,367,388.95</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>1,162,444.55</b>	<b>-2,280,758.54</b>

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CONSOLIDATED BALANCE SHEET FOR 2021 3 - DS

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	1,727,434.30	2,911,504.72
1177	LONE STAR POOL	54.93	861,444.00
1178	TEXAS CLASS	1,702.33	13,977,252.50
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,758,291.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-893,840.00
1241	DUE FROM STATE	.00	343,353.00
	<b>TOTAL ASSETS</b>	<b>1,729,191.56</b>	<b>18,958,005.22</b>
<b>LIABILITIES</b>			
2171	DUE TO GENERAL FUND	.00	-317,726.22
2184	DUE TO STATE	.00	-424,608.00
2311	DEFERRED REVENUE	.00	-864,451.00
	<b>TOTAL LIABILITIES</b>	<b>.00</b>	<b>-1,606,785.22</b>
<b>FUND BALANCE</b>			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-5,751,969.66
3611	FUND BALANCE BEG-OF-YEAR	.00	-8,663,468.85
3612	BUDGET SURPLUS/DEFICIT	.00	7,699,992.00
5010	ESTIMATED REVENUE - CO	.00	37,879,608.00
5050	REALIZED REVENUE - CO	-1,729,191.56	-2,935,781.49
6010	APPROPRIATED EXPENDITURES - CO	.00	-45,579,600.00
	<b>TOTAL FUND BALANCE</b>	<b>-1,729,191.56</b>	<b>-17,351,220.00</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-1,729,191.56</b>	<b>-18,958,005.22</b>

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**CONSENT AGENDA**  
01/19/2021

**TOPIC:** Consider Approval of Resolution and Order No. 20-21-09 Authorizing January Amendment to the 2020-2021 Budget

<b>Revenue &amp; Other Resources</b>	<b>Approved Amended Budget</b>	<b>Proposed Amendments</b>	<b>Amended Budget</b>
General Operating Fund	\$340,907,285	25,054	\$340,932,339
Food Service Fund	18,362,645	-	\$18,362,645
Debt Service Fund	37,879,608	-	\$37,879,608
<b>Total Revenue &amp; Other Sources</b>	<b>\$397,149,538</b>	<b>\$ 25,054</b>	<b>\$ 397,174,592</b>
<b>Appropriations &amp; Other Uses</b>			
General Operating Fund	\$ 347,496,725	\$ 25,852	\$347,522,577
Food Service Fund	20,645,145	674,744	21,319,889
Debt Service Fund	45,579,600	-	45,579,600
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 413,721,470</b>	<b>\$ 700,596</b>	<b>\$414,422,066</b>

**SUBMITTED BY:** Gary Micinski and Steve Franks

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

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends approving Resolution and Order No. 20-21-09 increasing the District's total budgeted revenue to \$397,174,592 and increasing total appropriations to \$414,422,066

**RECOMMENDED BOARD MOTION:** I move the Board approve Resolution and Order No. 20-21-09.

**ATTACHMENTS:**

1. Memo from Steve Franks to Gary Micinski
2. Resolution and Order No. 20-21-09

Date: January 19, 2021  
 To: Gary Micinski, Chief Financial Officer  
 From: Steve Franks, Director of Business Operations  
 Subject: January Amendment to the 2020-2021 Budget

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**General Operating Fund**

Total budgeted revenue to increase by \$25,054 dollars and total budgeted appropriations and other uses increase by \$25,852 which is summarized as follows:

Revenue:

➤ Increases to campus activity funds		
5744 – MISC Revenue	24	
5755 – Activity Fund Receipt	25,030	
		\$ 25,054

Appropriations:

➤ Increases to campus activity funds (from campus fund balance) to reflect increase in fund balance:		
Function 11 – Instruction	(15,489)	
Function 12 – Library	(5,980)	
Function 13 – Staff Development	(4,350)	
Function 21 – Instructional Administration	500	
Function 23 – School Administration	42,454	
Function 36 – Extra-Curricular Activities	300	
Function 51 – Maintenance	10,765	
Function 61 – Community Services	(2,150)	26,050
➤ Increases (decreases) to budget for other transfers:		
Function 11 – Instruction	(20,646)	
Function 12 – Library	(711)	
Function 13 – Staff Development	(14,563)	
Function 21 – Instructional Administration	2,492	
Function 23 – School Administration	25,060	
Function 31 – Counseling Services	883	
Function 36 – Extra-Curricular Activities	999	
Function 41 – General Administration	311	
Function 51 – Maintenance	5,375	
Function 61 – Community Services	800	0
➤ Increases (decreases) to budget due to closure of 2020 rollforward POs		
Function 11 – Instruction	(2,198)	(2,198)
➤ Increases (decreases) to budget from ProCare Revenue		
Function 11 – Instruction	2,000	2,000
		\$ 25,852

**Food Service Fund**

There are no proposed changes to Food Service revenue and total budgeted appropriations and other uses increase by \$674,744 which is summarized as follows:

Appropriations:

- Increases to Food Service Fund from rollforward of remaining funds to complete the 2020 Kitchen Renovation Project  
Function 81 – Construction

674,744

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\$ 674,744

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**Debt Service Fund**

There were no proposed budget changes to the Debt Service Fund original budget.

## AGENDA SHEET

**Meeting Date:** 01/19/2021

**Resolution/Order No.:** 20-21-09

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

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

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

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

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

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

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

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

other expenditures proposed for such department, the actual expenditures of which to be authorized in accordance with law and policies of the Board of Trustees.

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

**IT IS SO RESOLVED.**

**PASSED, APPROVED AND ENACTED** by the Board of Trustees of the Irving Independent School District, Irving, Texas, on 1/19/2021, at a duly constituted meeting for which notice was timely given.

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Randy Randle, President  
Board of Trustees  
Irving Independent School District

ATTEST:

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Pamela Campbell, Secretary  
Board of Trustees  
Irving Independent School District

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

	ORIGINAL BUDGET	PROPOSED AMENDMENTS TO ORIGINAL BUDGET	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5711 TAXES CURRENT YEAR	159,000,000	-	159,000,000	-	159,000,000
5712 DELINQUENT TAXES	296,205	-	296,205	-	296,205
5719 OTHER TAX RELATED REVENUE	500,000	-	500,000	-	500,000
<b>TOTAL TAXES</b>	<b>159,796,205</b>	<b>-</b>	<b>159,796,205</b>	<b>-</b>	<b>159,796,205</b>
<b>OTHER LOCAL REVENUE:</b>					
5735 SUMMER SCHOOL	-	-	-	-	-
5738 PARKING FEES	4,500	-	4,500	-	4,500
5739 OTHER TUITION AND FEES	200,000	-	200,000	-	200,000
5742 INVESTMENT EARNINGS	500,000	-	500,000	-	500,000
5743 RENTAL OF FACILITIES	70,000	-	70,000	-	70,000
5744 GIFTS AND BEQUESTS	150,000	473,577	623,577	24	623,601
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	250,000	3,220	253,220	-	253,220
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	914,786	1,914,786	25,030	1,939,816
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	-	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
<b>TOTAL OTHER LOCAL RESOURCES</b>	<b>2,624,500</b>	<b>1,391,583</b>	<b>4,016,083</b>	<b>25,054</b>	<b>4,041,137</b>
<b>TOTAL LOCAL RESOURCES</b>	<b>162,420,705</b>	<b>1,391,583</b>	<b>163,812,288</b>	<b>25,054</b>	<b>163,837,342</b>
<b>STATE RESOURCES:</b>					
5811 PER CAPITA	14,733,689	-	14,733,689	-	14,733,689
5812 FOUNDATION ENTITLEMENTS	142,109,122	-	142,109,122	-	142,109,122
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	15,652,186	-	15,652,186	-	15,652,186
<b>TOTAL STATE RESOURCES</b>	<b>172,494,997</b>	<b>-</b>	<b>172,494,997</b>	<b>-</b>	<b>172,494,997</b>
<b>FEDERAL RESOURCES:</b>					
5929 FEDERAL REVENUE - INDIRECT COST	350,000	-	350,000	-	350,000
5931 SHARS REIMBURSEMENT	4,000,000	-	4,000,000	-	4,000,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
<b>TOTAL FEDERAL RESOURCES</b>	<b>4,600,000</b>	<b>-</b>	<b>4,600,000</b>	<b>-</b>	<b>4,600,000</b>
<b>TOTAL REVENUES</b>	<b>339,515,702</b>	<b>1,391,583</b>	<b>340,907,285</b>	<b>25,054</b>	<b>340,932,339</b>
<b>OTHER SOURCES</b>					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
<b>TOTAL OTHER SOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<b>339,515,702</b>	<b>1,391,583</b>	<b>340,907,285</b>	<b>25,054</b>	<b>340,932,339</b>

IRVING INDEPENDENT SCHOOL DISTRICT  
OFFICIAL DISTRICT BUDGET  
GENERAL OPERATING FUND  
January 2021 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>
<b>EXPENDITURES:</b>					
11 Instruction	203,084,928	1,902,560	204,987,488	(36,333)	204,951,155
12 Library	5,540,206	497,118	6,037,324	(6,691)	6,030,633
13 Staff Development	5,892,229	(288,286)	5,603,943	(18,913)	5,585,030
21 Instructional Administration	6,453,138	74,186	6,527,324	2,992	6,530,316
23 School Administration	21,026,426	246,482	21,272,908	67,515	21,340,423
31 Counseling Services	16,450,959	10,767	16,461,726	883	16,462,608
32 Attendance Services	1,349,337	988	1,350,325	-	1,350,325
33 Health Services	3,532,110	5,444	3,537,554	-	3,537,554
34 Pupil Transportation	12,619,862	2,610	12,622,472	-	12,622,472
35 Food Services	733,838	-	733,838	-	733,838
36 Extra-Curricular Activities	6,208,812	307,865	6,516,677	1,299	6,517,976
41 General Administration	9,664,633	(15,479)	9,649,154	311	9,649,464
51 Maintenance	30,270,690	(471,196)	29,799,494	16,140	29,815,634
52 Security	4,217,236	132,547	4,349,783	-	4,349,783
53 Data Processing	14,004,714	299,604	14,304,318	-	14,304,318
61 Community Services	533,645	120,931	654,576	(1,350)	653,226
81 Facilities	164,138	2,108,227	2,272,365	-	2,272,365
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds	0	-	-	-	-
99 Intergovernmental Charges	625,457	-	625,457	-	625,457
<b>TOTAL EXPENDITURES</b>	<u>342,562,358</u>	<u>4,934,367</u>	<u>347,496,725</u>	<u>25,852</u>	<u>347,522,577</u>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<u>342,562,358</u>	<u>4,934,367</u>	<u>347,496,725</u>	<u>25,852</u>	<u>347,522,577</u>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	(3,046,656)	6,325,950	(6,589,440)	(798)	(6,590,238)
<b>EST. BEGINNING FUND BALANCE</b>	<u>97,625,992</u>	-	<u>97,625,992</u>	-	<u>97,625,992</u>
<b>ENDING FUND BALANCE</b>	<u>94,579,336</u>	<u>6,325,950</u>	<u>91,036,552</u>	<u>(798)</u>	<u>91,035,754</u>

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

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5742 INVESTMENT EARNINGS	10,000	-	10,000	-	10,000
5751 FOOD SERVICES	2,025,000	-	2,025,000	-	2,025,000
5755 ACTIVITY FUND RECEIPTS	150,000	-	150,000	-	150,000
<b>TOTAL LOCAL RESOURCES</b>	<b>2,185,000</b>	<b>-</b>	<b>2,185,000</b>	<b>-</b>	<b>2,185,000</b>
<b>STATE RESOURCES:</b>					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
<b>TOTAL STATE RESOURCES</b>	<b>120,000</b>	<b>-</b>	<b>120,000</b>	<b>-</b>	<b>120,000</b>
<b>FEDERAL RESOURCES:</b>					
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	-	4,125,000	-	4,125,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,845	-	10,807,845	-	10,807,845
5923 USDA DONATED COMMODITIES	975,000	-	975,000	-	975,000
5939 SUMMER FEEDING PROGRAM	150,000	-	150,000	-	150,000
<b>TOTAL FEDERAL RESOURCES</b>	<b>16,057,645</b>	<b>-</b>	<b>16,057,645</b>	<b>-</b>	<b>16,057,645</b>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<b>18,362,645</b>	<b>-</b>	<b>18,362,645</b>	<b>-</b>	<b>18,362,645</b>
<b>EXPENDITURES:</b>					
35 Food Services	17,985,145	-	17,985,145	-	17,985,145
36 Extra-Curricular Activities	10,000	-	10,000	-	10,000
51 Maintenance & Operations	650,000	-	650,000	-	650,000
81 Facilities	2,000,000	-	2,000,000	674,744	2,674,744
<b>TOTAL EXPENDITURES</b>	<b>20,645,145</b>	<b>-</b>	<b>20,645,145</b>	<b>674,744</b>	<b>21,319,889</b>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<b>20,645,145</b>	<b>-</b>	<b>20,645,145</b>	<b>674,744</b>	<b>21,319,889</b>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	<b>(2,282,500)</b>	<b>-</b>	<b>(2,282,500)</b>	<b>(674,744)</b>	<b>(2,957,244)</b>
<b>EST. BEGINNING FUND BALANCE</b>	<b>4,769,340</b>	<b>-</b>	<b>4,769,340</b>	<b>-</b>	<b>4,769,340</b>
<b>ENDING FUND BALANCE</b>	<b>2,486,840</b>	<b>-</b>	<b>2,486,840</b>	<b>(674,744)</b>	<b>1,812,096</b>

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

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

**CONSENT AGENDA**  
1/19/2021

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

**SUBMITTED BY:** Cher Elzy

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

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

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

**Attachments:**

1. Memo from Cher Elzy to Gary Micinski
2. Dallas Central Appraisal District Supplement Recap for December
3. Supplement 04 to the 2020 tax roll
4. Supplement 17 to the 2019 tax roll
5. Supplement 29 to the 2018 tax roll
6. Comparison of the Budget to the Actual Tax Roll Spreadsheet

## MEMO

Date: November 16, 2020  
To: Gary Micinski, CFO  
From: Cher Elzy, Director of Taxation  
Subject: October Supplement Reports

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Attached for your consideration is the October Supplement Reports.

Thank you.



**DALLAS CENTRAL APPRAISAL DISTRICT**

**SUPPLEMENT 12-2020**

**As of December 09, 2020**

**State of Texas  
County of Dallas**

**Property Tax Code, Section 25.25**

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

**IRVING ISD**

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<b>Tax Year</b>	<b>Amount of</b>
<b>2020</b>	<b>15,576,708</b>
<b>2019</b>	<b>1,044,464-</b>
<b>2018</b>	<b>30,000-</b>

**Date : December 17, 2020**

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

**2020 SUPPLEMENT NO. 4**

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
\$ 10,409,211		\$ 6,985,660
<b>Total Additions</b>	<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$ 17,394,871	\$ (1,818,163)	\$ 15,576,708

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**Summary of Supplemental Change Report  
#1 through #4**

Value	Reason
\$ (3,341,449)	Exemptions and Value Changes
\$ 1,213,570,332	Total Additions
\$ 1,210,228,883	Net Total

**2019 SUPPLEMENT NO. 17**

<b>Real Property Additions</b>		<b>Personal Property Additions</b>
\$	0	\$ 0
<b>Total Additions</b>	<b>Supplemental Change Report</b>	<b>Net Changes of Changes</b>
\$	0	\$ (1,044,464)
	\$ (1,044,464)	\$ (1,044,464)

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**Summary of Supplemental Change Report  
#1 through #17**

Value	Reason
\$ (233,350,368)	Exemptions and Value Changes
\$ 183,883,393	Total Additions
\$ (49,466,975)	Net Total

**2018 SUPPLEMENT NO. 29**

<b>Real Property Additions</b>	<b>Personal Property Additions</b>
\$ 0	\$ 0
<b>Total Additions</b>	<b>Supplemental Change Report</b>
\$ 0	\$ (30,000)
	<b>Net Changes of Changes</b>
	\$ (30,000)

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**Summary of Supplemental Change Report  
#1 through #29**

Value	Reason
\$ (249,023,713)	Exemptions and Value Changes
\$ 92,404,285	Total Additions
\$ (156,619,428)	Net Total

RECAP FOR DECEMBER SUPPLEMENT

2020 SUPPLEMENT NO. 04	\$	15,576,708
2019 SUPPLEMENT NO. 17	\$	(1,044,464)
2018 SUPPLEMENT NO. 29	\$	(30,000)

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 4	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,210,228,883	\$ 15,952,019,549
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	12,281,403	\$ 161,881,095
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	3,150,225	\$ 41,523,106
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	15,431,628	\$ 203,404,201

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

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**TOTAL** **1,210,228,883**

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

2020 SUPPLEMENTAL BUDGET	<u>-200,000,000</u>
<b>NET GAIN (LOSS) TO TAX</b>	<b>1,410,228,883</b>
LEVY GAIN (LOSS) M & O	14,311,003
LEVY GAIN (LOSS) I & S	<u>3,670,825</u>
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<b>17,981,828</b>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 17	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-49,466,975	\$ 14,462,899,960
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-510,004	\$ 149,112,499
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-135,589	\$ 39,642,809
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-645,593	\$ 188,755,308

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

**TOTAL** -49,466,975

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

2019 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>149,950,533</u>

LEVY GAIN (LOSS) M & O	1,545,990
LEVY GAIN (LOSS) I & S	411,014
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>1,957,004</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 29	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 12,223,386,344	\$ 13,439,011,068	-156,619,428	\$ 13,282,391,640
M & O LEVY (1.17)	\$ 143,013,620	\$ 157,236,430	-1,832,447	\$ 155,403,983
I & S LEVY (.2311)	\$ 28,248,246	\$ 31,057,554	-361,948	\$ 30,695,606
TOTAL LEVY (1.4011)	171,261,866	188,293,984	-2,194,395	\$ 186,099,589

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

**TOTAL -156,619,428**

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

2018 SUPPLEMENTAL BUDGET	<u>-150,000,000</u>
NET GAIN (LOSS) TO TAX	(6,619,428)
LEVY GAIN (LOSS) M & O	-77,447
LEVY GAIN (LOSS) I & S	<u>-15,298</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	-92,745

## 2020 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,200,000	REAL
168 REALTY GROUP III LLC	\$ 4,363,010	REAL
168 REALTY GROUP III LLC	\$ 5,436,990	REAL
2013B PPTY OWNER LLC	\$ 226,370	REAL
2018 1 IH BORROWER LP	\$ 215,900	REAL
2018 1 IH BORROWER LP	\$ 223,050	REAL
2325 STEMMONS HOTEL PARTNERS LLC	\$ 8,900,000	REAL
250 290 B&C LLC	\$ 34,000,000	REAL
250 290 B&C LLC	\$ 17,000,000	REAL
250 290 B&C LLC	\$ 19,250,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 13,157,900	REAL
2929 PARK GROVE VNTRE LTD	\$ 842,100	REAL
555 WEST AIRPORT FWY LLC	\$ 5,752,350	REAL
555 WEST AIRPORT FWY LLC	\$ 768,400	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 48,850,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	REAL
ACRON ARG LAKE CAROLYN	\$ 52,929,170	REAL
AGAS VENTURES LLC	\$ 152,000	REAL
AGAS VENTURES LLC	\$ 160,000	REAL
AGAS VENTURES LLC	\$ 140,490	REAL
AGAS VENTURES LLC	\$ 149,000	REAL
AGAS VENTURES LLC	\$ 146,000	REAL
AGAS VENTURES LLC	\$ 124,000	REAL
AGAS VENTURES LLC	\$ 130,000	REAL
AGAS VENTURES LLC	\$ 139,290	REAL
AGAS VENTURES LLC	\$ 127,070	REAL
AGAS VENTURES LLC	\$ 175,050	REAL
AGAS VENTURES LLC	\$ 194,500	REAL
AGAS VENTURES LLC	\$ 169,000	REAL
AGAS VENTURES LLC	\$ 180,000	REAL
AGAS VENTURES LLC	\$ 156,000	REAL
AGAS VENTURES LLC	\$ 140,000	REAL
AGAS VENTURES LLC	\$ 161,000	REAL
AGAS VENTURES LLC	\$ 175,000	REAL
AGAS VENTURES LLC	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,100,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,662,850	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,650,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,267,150	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 109,420,000	REAL
AH4R I TX DFW	\$ 233,200	REAL

AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$	8,835,000	REAL
ALC APARTMENTS LLC	\$	50,000,000	REAL
AMERISOUTH XXX LTD	\$	9,120,000	REAL
AREA/EY WFT LLC	\$	8,600,000	REAL
ASHER PARK IRVING LP	\$	19,600,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	3,095,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	734,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	7,971,000	REAL
BELTLINE VILLAGE PARTNERS	\$	7,094,030	REAL
BLVD AL LP THE	\$	1,341,440	REAL
BRE KNIGHT SH TX OWNER LLC	\$	1,573,820	REAL
BRE KNIGHT SH TX OWNER LLC	\$	4,176,180	REAL
BREIT INDUSTRIAL CANYON TX1B01-B02	\$	8,306,930	REAL
BROWN COLINAS POINTE LLC	\$	14,100,000	REAL
BUDHWANI & VIRANI INC	\$	2,200,000	REAL
CANAL CENTRE INVESTORS LLC	\$	34,585,000	REAL
CENTRAL PARK PARTNERS LTD	\$	5,500,000	REAL
CENTRALAND GROUP LTD	\$	4,186,480	REAL
CERBERUS SFR HOLDINGS	\$	189,960	REAL
CERBERUS SFR HOLDINGS	\$	236,510	REAL
CHALET APARTMENTS LLC	\$	20,500,000	REAL
CHATHEAU AT WILDBRIAR LP	\$	12,150,000	REAL
CLAY COOLEY REAL ESTATE	\$	4,336,180	REAL
CLAY COOLEY REAL ESTATE	\$	8,280,400	REAL
CLAY COOLEY REAL ESTATE	\$	8,593,750	REAL
CLAY COOLEY VOLKSWAGEN	\$	1,450,670	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$	2,261,420	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$	3,104,270	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$	361,730	PERSONAL
CNC INVESTMENTS	\$	5,295,260	REAL
CNC INVESTMENTS	\$	10,454,740	REAL
COLINAS RANCH APARTMENTS LLC	\$	10,471,820	REAL
COLUMBIA PROPERTIES	\$	33,600,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	7,665,000	REAL
CP 511 BUILDING LLC	\$	19,400,000	REAL
CP II CRESTVIEW LP	\$	36,500,000	REAL
CPLG TX PROPERTIES LLC	\$	8,435,000	REAL
CREEKWOOD APTS LLC	\$	18,300,000	REAL
CRESTVIEW STONEHILL LLC	\$	17,274,590	REAL
CROSSINGS AT IRVING RUBY	\$	12,200,000	REAL
CTCRV LLC &	\$	12,275,000	REAL
CVS AS LESSEE	\$	1,958,840	REAL
CVS AS LESSEE	\$	2,039,100	REAL
CVS AS LESSEE	\$	2,006,410	REAL
CVS AS LESSEE	\$	1,934,720	REAL
D L PETERSON TRUST I	\$	5,081,060	PERSONAL
DALLAS FT WORTH PARTNERS LLC	\$	1,750,000	REAL
DALLAS FT WORTH PARTNERS LLC	\$	3,125,000	REAL

DALLAS FT WORTH PARTNERS LLC	\$	1,500,000	REAL
DALLAS METRO APARTMENTS LLC	\$	3,250,000	REAL
DAVIS MOTOR CRANE SERVICE INC	\$	37,163,370	PERSONAL
DAYTON HUDSON CORP	\$	5,523,470	REAL
DEVA CORPORATION	\$	4,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	REAL
DK CREST OWNER LLC	\$	62,000,000	REAL
EBEX IRVING APARTMENTS LLC	\$	9,600,000	REAL
ELEMENT FLEET CORPORATION	\$	4,834,890	PERSONAL
ELEMENT FLEET CORPORATION	\$	468,830	PERSONAL
ESTRADA REVO LLC &	\$	18,970,000	REAL
FIREBIRD SFE I LLC	\$	435,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	PERSONAL
FPG THE POINT LP	\$	52,945,000	REAL
FREEPORT REGENT LLC	\$	12,000,000	REAL
GEP SILVERTON LLC	\$	21,115,000	REAL
GEP VANDERBILT LLC	\$	11,950,000	REAL
GROUP 1 REALTY INC	\$	879,430	REAL
GROUP 1 REALTY INC	\$	309,360	REAL
GROUP 1 REALTY INC	\$	3,118,030	REAL
GROUP 1 REALTY INC	\$	167,210	REAL
GROUP 1 REALTY INC	\$	644,120	REAL
HAMPTON PLEASANT RUN JV	\$	2,050,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	REAL
HOME SFR BORROWER II LLC	\$	168,600	REAL
HOME SFR BORROWER LLC	\$	237,080	REAL
HOME SFR BORROWER LLC	\$	201,510	REAL
HOME SFR BORROWER LLC	\$	147,590	REAL
HP TEXAS I LLC	\$	373,690	REAL
HKRK MGNT INC	\$	2,275,000	REAL
IMC RETAIL LLC	\$	21,500,000	REAL
IMC RETAIL LLC	\$	577,520	REAL
IMV GROUP LLC	\$	155,560	REAL
IMV GROUP LLC	\$	901,740	REAL
IMV GROUP LLC	\$	167,260	REAL
IMV GROUP LLC	\$	91,860	REAL
IMV GROUP LLC	\$	1,429,530	REAL
IMV GROUP LLC	\$	189,600	REAL
IMV GROUP LLC	\$	179,650	REAL
IMV GROUP LLC	\$	175,650	REAL
IMV GROUP LLC	\$	138,050	REAL
IMV GROUP LLC	\$	130,490	REAL
IMV GROUP LLC	\$	1,111,510	REAL
IMV GROUP LLC	\$	351,290	REAL
IMV GROUP LLC	\$	322,350	REAL
INTERGERMAN SUMMER GATE LP	\$	12,750,000	REAL
IRBY LANE ASSOCIATES LTD	\$	14,250,000	REAL

IRVING 4600 WEST PIONEER	\$	32,750,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,415,280	REAL
IRVING CENTAL PLACE LLC	\$	1,850,000	REAL
IRVING LODGING LLC	\$	6,350,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,875,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	1,700,000	REAL
ISA HOSPITALITY INC	\$	2,674,280	REAL
JAHCO SPRING CREEK LLC	\$	7,200,000	REAL
JASAN LLC	\$	3,200,230	REAL
JB DALLAS LLC	\$	2,250,000	REAL
JTCH APARTMENTS LLC	\$	2,298,290	REAL
JTCH APARTMENTS LLC	\$	3,351,710	REAL
K GARAGE CO LTD	\$	5,500,000	REAL
KAMEYAMA KEISHI	\$	13,500,000	REAL
KLOPRO BELT LLC	\$	1,700,000	REAL
KORE 125 JOHN CARPENTER LLC	\$	68,800,000	REAL
KROGER TEXAS LP	\$	10,600,000	REAL
KROGER TEXAS LP	\$	1,488,980	REAL
KROGER TEXAS LP	\$	939,090	REAL
KROGER TEXAS LP	\$	3,942,150	REAL
KROGER TEXAS LP	\$	1,741,790	REAL
KROGER TEXAS LP	\$	758,210	REAL
LADERA RANCH LLC	\$	19,850,000	REAL
LAKE WORTH HOTEL CORP	\$	4,722,750	REAL
LAS COLINAS I HOLDCO LP	\$	83,500,000	REAL
LAS COLINAS II HOLDCO LP	\$	47,400,000	REAL
LEGACY REI GROUP SA LLC	\$	9,924,320	REAL
LEGACY REI GROUP SA LLC	\$	3,575,680	REAL
LEGACY REI GROUP SA LLC	\$	17,650,000	REAL
LOWEN RAIFORD LP	\$	9,100,000	REAL
LPD REALTY LLC	\$	11,260,000	REAL
M&D IRVING LLC	\$	6,650,000	REAL
MAA ALLOY LLC	\$	46,000,000	REAL
MAA TANC LLC	\$	37,100,000	REAL
MAAHIYAA HOTEL LLC	\$	4,370,760	REAL
MACARTHUR PLACE APARTMENTS LP	\$	13,384,610	REAL
MACARTHUR PLACE APARTMENTS LP	\$	15,615,390	REAL
MACY'S RETAIL HOLDINGS INC	\$	2,822,470	PERSONAL
MALL GROUND PORTFOLIO LLC	\$	45,000,000	REAL
MALL GROUND PORTFOLIO LLC	\$	1,729,780	REAL
MALL GROUND PORTFOLIO LLC	\$	4,807,030	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	REAL
MEDIEVAL TIMES	\$	1,596,520	PERSONAL
METROPLEX PLAZA LP	\$	5,150,000	REAL
METROPLEX PLAZA LP	\$	4,850,000	REAL
METROPLEX PLAZA LP	\$	2,625,000	REAL
MONTERRA APARTMENTS LP	\$	39,000,000	REAL

MONTFORT ALPHA JV	\$	11,500,000	REAL
MOTTS LLP	\$	85,323,730	PERSONAL
MPG TEXAS 1 LLC	\$	8,500,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	22,100,000	REAL
NORTHGATE CAPRI LLC &	\$	15,400,000	REAL
NORTHSHORE EAST LLC	\$	13,608,140	REAL
NORTHWEST PARK ASSOC	\$	7,007,810	REAL
NORTHWEST PARK ASSOC	\$	4,492,190	REAL
OMNINET FOXBOROUGH LP	\$	22,400,000	REAL
OMNINET FOXBOROUGH LP	\$	9,100,000	REAL
PAR CAPITAL 122 WEST LLC	\$	28,895,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	REAL
PATEL HASU	\$	337,700	REAL
PATEL RAMAN	\$	1,450,000	REAL
PBH VALLEY CREEK LLC	\$	31,500,000	REAL
PBH VALLEY RIDGE LLC	\$	33,000,000	REAL
PCPI UT OWNER LP	\$	12,252,330	REAL
PCPI UT OWNER LP	\$	151,682,670	REAL
PERFECT AND MODERN TEAM LLC	\$	1,950,000	REAL
PL LASCO OWNER LLC	\$	76,500,000	REAL
POLO SANTIAGO	\$	3,890,000	REAL
POST MONTORO LLC	\$	23,845,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	77,200,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$	63,975,000	REAL
PROVIDENT GROUP IRVING PROPERTIES INC	\$	45,000,000	REAL
PS LPT PROPERTIES INVESTORS	\$	5,104,400	REAL
PURPLE GALAXY REAL ESTATE LLC	\$	2,360,000	REAL
RACETRAC PETROLEUM INC	\$	420,900	PERSONAL
RACETRAC PETROLEUM INC	\$	1,787,270	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	457,820	REAL
RACETRACK PETROLEUM	\$	563,900	PERSONAL
RAMSEY LUTHER H	\$	1,612,000	REAL
RAVEN SURROUND LLC	\$	23,250,000	REAL
RAYO LLC	\$	3,500,000	REAL
RAYO LLC	\$	3,500,000	REAL
ROCHELLE PLACE L P	\$	7,467,600	REAL
ROCHELLE PLAZA ASSOCIATES	\$	8,250,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,925,000	REAL
SAIBABA DFW LODGING LLC	\$	4,543,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,300,000	REAL
SECURITY CAPITAL	\$	3,555,500	REAL
SEDONA PARK APARTMENTS LLC	\$	22,000,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	10,800,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	6,664,970	REAL
SPARTRA LLC	\$	6,130,000	REAL

SPRINT UNITED MGMT CO	\$	17,000,000	REAL
SUN HOLDINGS INC	\$	126,730	PERSONAL
SUN HOLDINGS INC	\$	135,060	PERSONAL
SUN HOLDINGS INC	\$	192,500	PERSONAL
SUN HOLDINGS INC	\$	123,570	PERSONAL
SUN LIFE INSURANCE CO OF CANADA	\$	35,000,000	REAL
TAH 2017 1 BORROWER LLC	\$	184,880	REAL
TAH HOLDING LP	\$	185,970	REAL
TAH HOLDING LP	\$	202,680	REAL
TAH HOLDING LP	\$	198,760	REAL
TAH HOLDING LP	\$	185,070	REAL
TAH HOLDING LP	\$	162,310	REAL
TARGET CORP	\$	3,374,500	PERSONAL
TCI 600 LAS COLINAS INC	\$	83,285,000	REAL
TEXAS FOUR PPTIES LLC	\$	15,900,000	REAL
TEXAS SFI PATNERSHIP 37 LTD	\$	34,000,000	REAL
TP APARTMENTS LLC	\$	4,272,410	REAL
TP APARTMENTS LLC	\$	1,627,590	REAL
TR ATRIUM LP	\$	14,215,000	REAL
TR ATRIUM LP	\$	7,215,000	REAL
TRINITY POE LLC	\$	37,500,000	REAL
TRT DEVELOPMENT COMPANY	\$	800,000	REAL
TRT DEVELOPMENT COMPANY	\$	39,000,000	REAL
UNITED RENTALS AS LESSEE	\$	4,903,040	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	22,000,000	REAL
VAT CROSSROADS LLC	\$	14,000,000	REAL
WALGREEN CO	\$	2,249,000	REAL
WALGREEN CO	\$	2,305,420	REAL
WALGREEN CO	\$	1,349,650	REAL
WALMART REAL ESTATE	\$	10,596,130	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,500,000	REAL
WATER STREET OCONNOR LP	\$	77,250,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	15,750,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	13,750,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,500,000	REAL
WESTDALE LAKERIDGE	\$	14,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	12,800,000	REAL
WESTDALE WOODMEADE LTD	\$	21,000,000	REAL
WESTGATE MULTIFAMILY LLC	\$	21,111,110	REAL
WESTGATE MULTIFAMILY LLC	\$	9,170,140	REAL
WESTGATE MULTIFAMILY LLC	\$	3,694,440	REAL
WESTGATE MULTIFAMILY LLC	\$	4,024,310	REAL
WINGREN VILLAGE LP	\$	9,303,430	REAL
WOODCHASE & CLARENDON	\$	13,950,000	REAL
WOODCHASE & CLARENDON	\$	5,550,000	REAL
WOODLAND RIDGE POE LLC	\$	10,883,330	REAL
WOODLAND RIDGE POE LLC	\$	21,766,670	REAL
WOODSIDE VILLAS IRVING LLC	\$	12,250,000	REAL

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WOODWIND LAND LLC	\$	400,000	REAL
WOODWIND LAND LLC	\$	5,310,000	REAL
WWC XLV LP	\$	56,000,000	REAL

<b>TOTAL</b>		<b>3,684,275,800</b>	
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## 2020 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 7,400,000	\$ 7,100,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 8,190,000	\$ 8,190,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 767,000	\$ 767,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,318,000	\$ 3,318,000	REAL
CO PROPERTIES LLC	\$ 150,270	\$ 87,330	REAL
CO PROPERTIES LLC	\$ 117,660	\$ 103,130	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
LBH LAS COLINAS PLAZA LLC	\$ 25,500,000	\$ 21,000,000	REAL
MARABELLA APARTMENTS LP	\$ 24,559,040	\$ 22,433,740	REAL
MARABELLA APARTMENTS LP	\$ 27,440,960	\$ 25,066,260	REAL
PATEL MADAN &	\$ 983,680	\$ 940,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$ 52,365,000	\$ 48,600,000	REAL
VALLEY VIEW OWNER LLC	\$ 16,047,720	\$ 14,500,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$ 16,000,000	\$ 14,500,000	REAL
<b>TOTAL</b>	<b>\$ 183,196,850</b>	<b>\$ 166,778,780</b>	

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## 2019 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
2929 PARK GROVE VNTRE LTD	\$ 10,008,250	REAL
2929 PARK GROVE VNTRE LTD	\$ 691,750	REAL
BREIT INDUSTRIAL HS TX	\$ 8,172,780	REAL
BREIT INDUSTRIAL HS TX	\$ 115,390	REAL
CNLRS BEP LP	\$ 1,650,000	REAL
CRESTVIEW STONEHILL LLC	\$ 10,800,000	REAL
CVS	\$ 1,865,560	REAL
CVS	\$ 1,910,870	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,244,870	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 2,571,290	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,452,350	REAL
DEVA CORPORTATION	\$ 4,500,000	REAL
DOLGENCORP TEX INC	\$ 2,000,000	REAL
DOLGENCORP TEX INC	\$ 1,042,520	REAL
FRIES RESTAURANT MANAGEMENT LLC	\$ 141,650	PERSONAL
GROUP 1 REALTY INC	\$ 3,118,030	REAL
ISA HOSPITALITY INC	\$ 2,790,000	REAL
NORTHGATE CAPRI LLC &	\$ 14,893,690	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$ 51,505,760	REAL
RACETRAC PETROLEUM INC	\$ 1,788,690	REAL
RACETRAC PETROLEUM INC	\$ 2,349,910	REAL
RACETRAC PETROLEUM INC	\$ 457,820	REAL
RANDALLS FOOD DRUG & LP	\$ 4,025,000	REAL
SAIBABA DFW LODGING LLC	\$ 4,885,120	REAL
SPRINT UNITED MGMT CO	\$ 17,000,000	REAL
STEEL MACHINERY MANUFACTURING CO LLC	\$ 5,984,340	PERSONAL
SUN HOLDINGS INC	\$ 122,440	PERSONAL
SUN HOLDINGS INC	\$ 186,340	PERSONAL
SUN HOLDINGS INC	\$ 117,900	PERSONAL
TACO BUENO RESTAURANTS INC	\$ 71,150	PERSONAL
TACO BUENO RESTAURANTS INC	\$ 395,040	PERSONAL
TACO BUENO RESTAURANTS INC	\$ 75,170	PERSONAL
URBAN TOWNE LAKE APARTMENTS LP	\$ 17,809,240	REAL
WESTDALE POLARIS PARTNERS	\$ 10,385,000	REAL
<b>TOTAL</b>	<b>186,127,920</b>	

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## 2019 SETTLED LAWSUITS

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

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BEL AIRE AT LAS COLINAS LL LLC	\$	39,950,000	\$	38,630,000	REAL
BELTLINE VILLAGE PARTNERS	\$	7,200,000	\$	6,850,000	REAL
BETTER INC	\$	2,265,000	\$	2,000,000	REAL
BHP INVESTMENTS CO	\$	3,200,000	\$	2,950,000	REAL
BLVD AL LP THE	\$	1,395,000	\$	1,307,980	REAL
BP AEROSPACE LLC	\$	6,037,170	\$	1,542,240	PERSONAL
BRE LAS COLINAS LLC	\$	8,000,000	\$	8,000,000	REAL
BRE LAS COLINAS LLC	\$	91,629,260	\$	71,629,260	REAL
BRE LAS COLINAS LLC	\$	370,740	\$	370,740	REAL
BRIARWOOD UNIV HILLS LP	\$	5,121,500	\$	4,685,000	REAL
BROWN COLINAS POINTE LLC	\$	12,000,000	\$	11,260,300	REAL
BUDHWANI & VIRANI INC	\$	3,023,360	\$	2,550,000	REAL
CEDAR CREST OF IRVING LLC	\$	3,500,000	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	3,841,690	\$	3,500,000	REAL
CENTURY 2209 LLC	\$	780,000	\$	780,000	REAL
CERBERUS SFR HOLDINGS II LP	\$	169,970	\$	167,700	REAL
CFT NV DEVELOPMENTS LLC	\$	945,000	\$	850,000	REAL
CHARTER COMMUNICATIONS TIME WARNER	\$	1,142,580	\$	988,330	PERSONAL 69
CHARTER COMMUNICATIONS TIME WARNER	\$	388,910	\$	336,410	PERSONAL
CHATHEAU AT WILDBRIAR LP	\$	9,200,000	\$	8,300,000	REAL
CHEDDARS CASUAL CAFÉ	\$	1,537,450	\$	1,260,410	PERSONAL
CHEDDARS CASUAL CAFÉ	\$	264,360	\$	216,480	PERSONAL
CHICK FIL A INC	\$	950,000	\$	855,000	REAL
CHIPOTLE MEXICAN GRILL	\$	675,000	\$	600,000	REAL
CLAY COOLEY REAL ESTATE	\$	4,336,180	\$	3,648,200	REAL
CLAY COOLEY REAL ESTATE	\$	8,473,470	\$	6,510,000	REAL
CLAY COOLEY REAL ESTATE	\$	9,214,060	\$	6,742,000	REAL
CNC SWAGAT NINE LTD	\$	8,728,870	\$	8,563,000	REAL
CNC SWAGAT NINE LTD	\$	4,421,120	\$	4,337,000	REAL
CO-PROPERTIES LLC	\$	83,970	\$	83,970	REAL
COLUMBIA HCA	\$	769,580	\$	609,640	PERSONAL
COLUMBIA PROPERTIES DALLAS	\$	37,291,700	\$	33,600,000	REAL
CONNS APPLIANCES INC	\$	14,920	\$	8,130	PERSONAL
CP 511 BUILDING LLC	\$	19,450,000	\$	18,500,000	REAL
CPLG TX PROPERTIES	\$	8,606,780	\$	8,400,000	REAL
CROSS COURT REALTY LLC	\$	936,000	\$	864,000	REAL
CROWN ENTERPRISES INC	\$	2,381,940	\$	2,381,940	REAL
CROWN ENTERPRISES INC	\$	3,022,730	\$	3,022,730	REAL
CTCRV LLC &	\$	11,334,410	\$	11,334,410	REAL
CVS	\$	1,942,000	\$	1,750,000	REAL
D L PETERSON TRUST I	\$	4,702,220	\$	4,179,970	PERSONAL
DAL 2 SF LLC	\$	149,740	\$	136,080	REAL
DALLAS METRO APARTMENTS LLC	\$	2,175,000	\$	2,000,000	REAL
DEALERS ELECTRICAL	\$	430,000	\$	400,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	\$	6,143,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	\$	9,600,000	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	11,849,530	\$	10,674,530	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	1,448,050	\$	1,448,050	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	102,420	\$	102,420	REAL

EL PRIMERO EXPRESS LP	\$	4,700,000	\$	4,700,000	REAL
ELEMENT FLEET CORPORATION	\$	825,740	\$	699,840	PERSONAL
ESD DFW SOUTH 2011 LP	\$	23,367,130	\$	21,443,000	REAL
FEDEX GROUND PACKAGE SYSTEM INC	\$	20,908,520	\$	16,517,700	PERSONAL
FISCHER ROBERT W	\$	246,470	\$	246,470	REAL
FISCHER ROBERT W	\$	250,470	\$	246,470	REAL
FISCHER ROBERT W	\$	272,090	\$	246,470	REAL
FISCHER ROBERT W	\$	275,240	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FOUNTAIN VALLEY COMMERCE	\$	8,275,470	\$	7,700,000	REAL
FPG THE POINT LP	\$	50,760,000	\$	49,000,000	REAL
FYR SFR BORROWER LLC	\$	194,310	\$	178,500	REAL
GELCO FLEET TRUST	\$	4,834,890	\$	4,322,520	PERSONAL
GLEN ARBOR MULTIFAMILY LLC	\$	17,777,780	\$	16,388,890	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	7,722,220	\$	7,118,920	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,388,890	\$	3,124,130	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,111,110	\$	2,868,060	REAL
GRUSIN MARTIN A TRUSTEE	\$	865,000	\$	825,000	REAL
HCD DALLAS CORPORATION	\$	42,700,000	\$	39,000,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCRE LAS COLINAS LLC	\$	8,900,000	\$	8,000,000	REAL
HKRK MGMT INC	\$	2,275,000	\$	2,100,000	REAL
INTERGERMAN SUMMER GATE LP	\$	9,750,000	\$	9,200,000	REAL
IRVING LODGING LLC	\$	6,350,000	\$	5,720,000	REAL
IRVING MOB III LP & IRVING HOSPITAL	\$	11,189,570	\$	11,189,570	REAL
JAMBROS PARTNERS LTD	\$	4,449,510	\$	4,000,000	REAL
K GARAGE CO LTD	\$	5,050,000	\$	4,875,000	REAL
KAMEYAMA KEISHI	\$	12,000,000	\$	12,000,000	REAL
KBS SOR 125 JOHN CARPENTER LLC	\$	67,700,000	\$	66,000,000	REAL
KENSINGTON APARTMENTS LLC	\$	15,600,000	\$	15,600,000	REAL
KEVLIN JAMES M & ALEJANDRA	\$	472,160	\$	435,000	REAL
KHOSROW SADEGHIAN ON BEHALF OF AS PF	\$	126,150	\$	71,500	REAL
KROGER CO AND KROGER TEXAS LP	\$	3,800,000	\$	3,800,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	1,400,000	\$	1,400,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	939,090	\$	920,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	10,600,000	\$	10,400,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	1,622,000	\$	1,622,000	REAL
KROGER TEXAS LP AS LESSEE	\$	758,210	\$	758,210	REAL
LAKE WORTH HOTEL CORP	\$	5,100,000	\$	4,600,000	REAL
LAS COLINAS AAA INVESTMENT LLC	\$	2,906,020	\$	2,676,840	REAL
LAS COLINAS I HOLDCO LP	\$	77,500,000	\$	74,761,410	REAL
LAS COLINAS II HOLDCO LP	\$	44,000,000	\$	0	REAL
LBH LAS COLINAS PLAZA LLC	\$	28,000,000	\$	25,500,000	REAL
LINCOLN LAG TWO LTD	\$	1,939,710	\$	1,900,000	REAL
LOOP HOTEL INC	\$	468,000	\$	325,000	REAL
LOWEN RAIFORD LP	\$	10,600,000	\$	9,100,000	REAL
MAA ALLOY LLC	\$	42,150,000	\$	41,800,000	REAL
MAA TANC LLC	\$	34,840,000	\$	34,280,000	REAL

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MAAHIYAA HOTEL LLC	\$	6,479,150	\$	4,370,760	REAL
MACARTHUR PLACE APARTMENTS LP	\$	8,608,060	\$	8,608,060	REAL
MACYS RETAIL HOLDINGS INC	\$	3,668,390	\$	3,185,780	PERSONAL
MALL AT IRVING LLC	\$	44,968,330	\$	42,596,580	REAL
MALL AT IRVING LLC	\$	1,729,780	\$	1,729,780	REAL
MALL AT IRVING LLC	\$	4,807,030	\$	4,807,030	REAL
MALL AT IRVING LLC	\$	193,440	\$	193,440	REAL
MALL AT IRVING LLC	\$	1,301,420	\$	1,301,420	REAL
MASTEC INC	\$	9,249,060	\$	9,044,450	PERSONAL
MATTRESS FIRM INC	\$	47,610	\$	34,710	PERSONAL
MCADOO BRUCE	\$	1,014,770	\$	500,000	REAL
MERCHANTS AUTOMOTIVE GROUP INC	\$	1,554,200	\$	1,401,240	PERSONAL
MFO PPTIES LTD	\$	1,613,000	\$	1,613,000	REAL
MO DANY REVOCABLE TRUST	\$	1,750,000	\$	1,699,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	19,500,000	\$	18,000,000	REAL
OLD SHEPARD PLACE LTD	\$	1,163,380	\$	1,125,000	REAL
OMNINET FOXBOROUGH LP	\$	6,644,440	\$	6,557,770	REAL
OMNINET FOXBOROUGH LP	\$	16,355,560	\$	16,142,230	REAL
OREILY AUTO ENTERPRISES LLC	\$	750,000	\$	700,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	520,000	\$	504,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	1,416,100	\$	1,100,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	968,140	\$	880,000	REAL
OVERLOOK COLINAS LLC	\$	10,010,000	\$	9,000,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,700,000	\$	22,451,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	\$	35,000,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	60,847,000	\$	55,952,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	4,048,000	\$	4,048,000	REAL
PATEL BALVANTBHAI & ANJANKUMARI	\$	1,061,460	\$	950,000	REAL
PATEL DHAVAL	\$	1,069,610	\$	1,069,610	REAL
PBH VALLEY CREEK LLC	\$	26,800,000	\$	24,416,000	REAL
PBH VALLEY RIDGE LLC	\$	29,750,000	\$	26,588,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	9,801,860	\$	9,801,860	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	152,233,140	\$	125,698,140	REAL
PL LASCO OWNER LLC	\$	63,000,000	\$	61,250,000	REAL
POST MONTORO LLC	\$	19,000,000	\$	18,000,000	REAL
POTTER REALTY LTD	\$	4,600,000	\$	4,400,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	70,300,000	\$	69,630,200	REAL
PRIME US TOWER AT LAKE CAROLYN	\$	57,560,000	\$	56,508,000	REAL
RACETRAC PETROLEUM INC	\$	433,620	\$	346,900	PERSONAL
RACETRACK PETROLEUM	\$	563,900	\$	318,000	PERSONAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RFI WESTWOOD VILLAGE LLC	\$	21,000,000	\$	19,400,000	REAL
ROCHELLE PLACE L P	\$	5,597,870	\$	5,376,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	6,480,000	\$	5,900,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,000,000	\$	53,500,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,846,700	\$	7,065,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,238,810	\$	3,989,110	REAL
SEDONA PARK APARTMENTS LLC	\$	17,800,000	\$	17,800,000	REAL

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SFR JV1 PROPERTY LLC	\$	226,370	\$	215,200	REAL
SHURGARD OF TEX LTD PS	\$	3,732,590	\$	3,400,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,125,000	\$	1,840,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	15,817,480	\$	13,500,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	5,279,020	\$	4,900,000	REAL
SPARTRA LLC	\$	4,500,000	\$	4,100,000	REAL
SRP SUB LLC	\$	214,840	\$	196,500	REAL
SRP SUB LLC	\$	231,280	\$	217,800	REAL
SRP SUB LLC	\$	202,520	\$	174,470	REAL
SRP SUB LLC	\$	354,990	\$	347,680	REAL
SURESHCHANDRA PATEL N &	\$	491,820	\$	491,820	REAL
TAH HOLDING LP	\$	151,780	\$	136,450	REAL
TAH HOLDING LP	\$	197,850	\$	187,740	REAL
TAH HOLDING LP	\$	193,990	\$	185,070	REAL
TAH HOLDING LP	\$	171,510	\$	167,000	REAL
TCI 600 LAS COLINAS INC	\$	74,100,000	\$	69,000,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TOYOTA OF IRVING LTD	\$	11,177,520	\$	9,000,000	REAL
TR ATRIUM LP	\$	7,240,000	\$	6,829,000	REAL
TR ATRIUM LP	\$	14,400,000	\$	13,800,000	REAL
TRINITY POE LLC	\$	31,750,000	\$	31,150,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	164,420	\$	153,540	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	16,900,000	PERSONAL
VALLEY VIEW OWNER LLC	\$	14,742,000	\$	13,250,000	REAL
WALMART STORES INC	\$	10,900,000	\$	10,352,330	REAL
WALTRUST PROPERTIES INC	\$	1,330,370	\$	1,285,380	REAL
WALTRUST PROPERTIES INC	\$	2,272,490	\$	2,195,640	REAL
WALTRUST PROPERTIES INC	\$	2,216,870	\$	2,141,900	REAL
WATER STREET OCONNOR LP	\$	78,000,000	\$	72,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	11,850,000	\$	10,700,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,600,000	\$	13,500,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,200,000	\$	12,800,000	REAL
WESTDALE LAKERIDGE	\$	12,000,000	\$	11,500,000	REAL
WESTDALE POLARIS PARTNERS	\$	3,844,210	\$	3,675,000	REAL
WESTDALE WOODMEADE LTD	\$	19,225,000	\$	18,000,000	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,380	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL

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WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WOODCHASE & CLARENDON	\$	4,440,000	\$	4,203,200	REAL
WOODCHASE & CLARENDON	\$	10,560,000	\$	9,996,800	REAL
WOODLAND RIDGE POE LLC	\$	19,833,330	\$	18,000,000	REAL
WOODLAND RIDGE POE LLC	\$	9,916,670	\$	8,700,000	REAL
<b>TOTAL</b>	\$	<b>2,782,220,130</b>	\$	<b>2,514,623,050</b>	

## 2018 ACTIVE LAWSUITS

<b>OWNERS NAME</b>	<b>DCAD VALUE</b>	<b>TYPE OF PROPERTY</b>
2929 PARK GROVE VNTRE LTD	\$ 8,344,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 585,000	REAL
AVIS BUDGET CAR RENTAL LLC	\$ 366,940	PERSONAL
AVIS BUDGET CAR RENTAL LLC	\$ 1,843,000	PERSONAL
TACO BUENO RESTUARANTS INC	\$ 89,210	PERSONAL
TACO BUENO RESTUARANTS INC	\$ 75,970	PERSONAL
TACO BUENO RESTUARANTS INC	\$ 439,110	PERSONAL
<b>TOTAL</b>	<b>\$ 11,743,230</b>	

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## 2018 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1927 BELTLINE CP LTS	\$ 12,400,000	\$ 11,500,000	REAL
1927 BELTLINE CP LTS	\$ 2,750,090	\$ 2,538,060	REAL
1927 BELTLINE CP LTS	\$ 1,900,000	\$ 1,600,000	REAL
1927 BELTLINE CP LTS	\$ 700,000	\$ 505,850	REAL
1927 BELTLINE CP LTS	\$ 7,549,910	\$ 6,103,840	REAL
250/290 B&C LLC	\$ 30,275,000	\$ 29,160,000	REAL
250/290 B&C LLC	\$ 15,000,000	\$ 14,250,000	REAL
250/290 B&C LLC	\$ 16,900,000	\$ 16,000,000	REAL
300 320 DECKER LLC	\$ 8,785,000	\$ 7,500,000	REAL
3MIND ESTRADA OAKS LLC ET AL	\$ 12,811,000	\$ 12,811,000	REAL
4409 MONTROSE LTD	\$ 19,360,000	\$ 17,500,000	REAL
4525 TOWNE LAKE VILLAGE LL LLC	\$ 14,800,000	\$ 14,800,000	REAL
89 H A S HOTEL CORP	\$ 1,040,000	\$ 1,023,320	REAL
ABS HOSPITALITY GROUP LLC	\$ 1,320,000	\$ 1,275,000	REAL
AGAVE AT WILLOW CREEK LLC	\$ 4,120,100	\$ 3,600,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 101,316,950	\$ 93,916,460	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 53,643,230	\$ 52,646,370	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 10,981,500	\$ 8,732,140	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 59,843,320	\$ 54,405,030	REAL *
ALDI TEXAS LLC	\$ 637,360	\$ 573,620	PERSONAL
ALDI TEXAS LLC	\$ 440,300	\$ 396,270	PERSONAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 186,980	\$ 186,980	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 194,870	\$ 194,870	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 194,870	\$ 194,870	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 207,010	\$ 207,010	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 186,980	\$ 186,980	REAL
AMERICAN RESIDENTIAL LEASING CO LLC	\$ 170,550	\$ 170,550	REAL
ARC RENTAL MSR I LLC	\$ 120,620	\$ 108,560	REAL
ARC RENTAL MSR I LLC	\$ 169,030	\$ 169,030	REAL
AREA/EY WFT LLC	\$ 9,525,000	\$ 8,700,000	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 2,202,820	\$ 1,969,260	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 749,900	\$ 670,390	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 2,249,700	\$ 2,011,170	REAL
ATLANTIC MULTI FAMILY 6 COLONY LLC	\$ 3,187,070	\$ 2,849,180	REAL
B & B TECHNICAL SERVICES	\$ 938,360	\$ 890,000	REAL
BEL AIR AT LAS COLINAS LL LLC	\$ 37,670,000	\$ 36,528,350	REAL
BELTLINE LLC	\$ 1,163,380	\$ 1,105,000	REAL
BETTER INC	\$ 2,120,000	\$ 2,000,000	REAL
BROWN COLINAS POINTE LLC	\$ 11,100,000	\$ 10,500,000	REAL
BURLINGTON COAT FACTORY	\$ 1,015,960	\$ 914,360	PERSONAL

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CERBERUS SFR HOLDINGS LP	\$	216,160	\$	208,320	REAL	
CERBERUS SFR HOLDINGS LP	\$	219,550	\$	197,600	REAL	
CFT NV DEVELOPMENTS LLC	\$	1,050,000	\$	950,000	REAL	
CHARLES G SLOCUM TR THE	\$	409,570	\$	395,000	REAL	
CHATHEAU WILDBRIAR LP	\$	8,950,000	\$	8,055,000	REAL	
CHICK FIL A INC	\$	950,000	\$	950,000	REAL	
CHIPOTLE MEXICAN GRILL	\$	630,000	\$	550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	13,018,090	\$	11,550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	5,182,600	\$	4,700,000	REAL	
CNC SWAGAT FIVE LP	\$	8,284,660	\$	8,284,660	REAL	
CNC SWAGAT FIVE LP	\$	4,196,130	\$	4,196,130	REAL	
CNL RETIREMENT MOP 1110	\$	9,245,000	\$	3,855,000	REAL	
COLUMBIA PROPERTIES	\$	33,284,010	\$	30,000,000	REAL	*
CONNS APPLIANCES INC	\$	14,920	\$	9,880	PERSONAL	
CP 511 BUILDING LLC	\$	18,750,000	\$	17,000,000	REAL	*
CPLG TX PROPERTIES LLC	\$	9,141,110	\$	8,900,000	REAL	
CREEKWOOD APTS LLC	\$	13,500,000	\$	13,500,000	REAL	
CRLP LOS COLINAS BLVD LLC	\$	44,797,000	\$	40,500,000	REAL	* 76
CROSS COURT REALTY LLC	\$	864,000	\$	864,000	REAL	
CSH 2016 2 BORROWER LLC	\$	213,740	\$	207,800	REAL	
CSH 2016 2 BORROWER LLC	\$	313,740	\$	310,150	REAL	
CSMA FT LLC	\$	143,890	\$	139,990	REAL	
CSMA FT LLC	\$	208,790	\$	187,910	REAL	
CTCRV LLC &	\$	11,224,000	\$	11,224,000	REAL	
CVS AS LESSEE	\$	1,876,370	\$	1,876,370	REAL	
CVS AS LESSEE	\$	2,126,680	\$	2,126,680	REAL	
CWW WEST WIND APARTMENTS	\$	7,250,000	\$	6,550,000	REAL	
DALLAS AIRMOTIVE INC	\$	38,080,700	\$	38,080,700	PERSONAL	
DALLAS METRO APARTMENTS LLC	\$	2,100,000	\$	1,800,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	310,140	\$	310,140	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	11,816,770	\$	11,100,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	9,464,140	\$	9,309,860	REAL	
DAVID D NIX DDS PA	\$	401,000	\$	401,000	PERSONAL	
DAVITA RX LLC AS LESSEE ET AL	\$	2,150,000	\$	2,000,000	REAL	
DEMASIADO LLC	\$	2,508,000	\$	2,260,000	REAL	
DEVA CORPORATION	\$	4,320,000	\$	4,300,000	REAL	
DFW AIRPORT HOSPITALITY	\$	6,450,000	\$	6,450,000	REAL	
DFW JOSEPH INVESTMENTS LLC	\$	8,832,000	\$	7,950,000	REAL	
DFW TOWER VILLAGE LP	\$	11,581,650	\$	7,887,280	REAL	
DFW TOWER VILLAGE LP	\$	7,893,230	\$	6,362,720	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	11,449,530	\$	10,674,530	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	1,448,050	\$	1,448,050	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	102,420	\$	102,420	REAL	
EL PASO CHELSEA LTD	\$	475,730	\$	399,000	REAL	
ESD DFW SOUTH 2011 LP	\$	24,500,000	\$	23,100,000	REAL	
EXRA SPACE PROPERTIES 112 LLC	\$	4,000,000	\$	3,600,000	REAL	
EXRA SPACE PROPERTIES 112 LLC	\$	1,968,750	\$	1,850,000	REAL	
FAIRFIELD LAS BRISAS I LLC	\$	248,430	\$	248,430	REAL	*

FAIRFIELD LAS BRISAS I LLC	\$	23,751,570	\$	22,401,570	REAL
FEDEX GROUND PACKAGE SYSTEMS INC	\$	21,844,270	\$	17,832,980	PERSONAL
FELCOR LODGING TRUST	\$	2,470,430	\$	645,970	PERSONAL
FIREBRAND PROPERTIES LP	\$	1,030,000	\$	950,000	REAL
FOLDBERG JOHN D &	\$	1,300,000	\$	1,170,000	REAL
FOREST LANE REALTY LP	\$	1,948,860	\$	1,900,000	REAL
FPG THE POINT LP	\$	48,085,000	\$	47,000,000	REAL
FRBH EAGLECREST LLC	\$	13,585,000	\$	12,187,500	REAL
FRBH EAGLECREST LLC	\$	9,823,000	\$	8,812,500	REAL
GMRI INC	\$	245,800	\$	233,510	PERSONAL
GONZALES MARIA A TR	\$	810,470	\$	810,470	REAL
GROUP 1 REALTY INC & FCA REALTY	\$	3,148,000	\$	3,000,000	REAL
GRUSIN MARTIN A TRUSTEE	\$	825,000	\$	825,000	REAL
HCD DALLAS CORP	\$	800,000	\$	800,000	REAL
HCD DALLAS CORP	\$	41,200,000	\$	37,200,000	REAL
HKRK MGMT INC	\$	2,502,870	\$	2,300,000	REAL
HOME SFR BORROWER LLC	\$	127,220	\$	127,220	REAL
HOME SFR BORROWER LLC	\$	108,080	\$	108,080	REAL
HOME SFR BORROWER LLC	\$	205,860	\$	202,050	REAL
HOME SFR BORROWER LLC	\$	119,050	\$	119,050	REAL
HMK LTD	\$	52,000	\$	52,000	REAL
HMK LTD	\$	37,220	\$	37,220	REAL
HRUS DFW EAST LLC	\$	17,194,020	\$	14,500,000	REAL
IRVING 4600 WEST PIONEER	\$	38,900,000	\$	31,000,000	REAL
IRVING LODGING LLC	\$	4,650,000	\$	4,400,000	REAL
ISA HOSPITALITY INC	\$	2,400,000	\$	2,187,000	REAL
JAMBROS PARTNERS LTD	\$	4,449,510	\$	4,000,000	REAL
K GARAGE CO LTD	\$	5,272,470	\$	4,875,000	REAL
KAMEYAMA KEISHI	\$	12,320,000	\$	11,750,000	REAL
KBS SOR 125 JOHN CARPENTER LLC	\$	66,235,000	\$	63,000,000	REAL *
KBSIII TOWER AT LAKE CAROLYN LLC	\$	55,970,000	\$	54,000,000	REAL *
KENSINGTON APARTMENTS LLC	\$	14,400,000	\$	13,700,000	REAL
KHOSROW SADEGHIAN	\$	108,390	\$	70,450	REAL
KUMAR SUNDIP	\$	585,090	\$	540,000	REAL
LAKE CAROLYN PKWY LLC	\$	46,609,000	\$	43,434,000	REAL *
LAKE WORTH HOTEL CORP	\$	5,050,000	\$	4,600,000	REAL
LAS COLINAS AAA INVESTMENT	\$	2,686,490	\$	2,513,860	REAL
LAS COLINAS IRVING ACQUISITION 1	\$	71,400,000	\$	70,277,550	REAL *
LAS COLINAS IRVING ACQUISITION II	\$	40,720,000	\$	39,000,000	REAL *
LAS COLINAS LAKE POINTE LP	\$	1,156,000	\$	1,132,100	REAL *
LBH LAS COLINAS PLAZA LLC	\$	28,000,000	\$	28,000,000	REAL
LEGACY REI GROUP VF LLC	\$	6,800,000	\$	6,250,000	REAL
LOOP HOTEL INC	\$	468,000	\$	325,000	REAL
LOWEN RAIFORD LP	\$	11,100,000	\$	10,500,000	REAL
LOWES HOME CENTERS INC	\$	7,500,000	\$	6,160,030	REAL
LUXMANA REI 001 LLC	\$	2,545,920	\$	2,240,000	REAL
MAA TANC LLC	\$	34,000,000	\$	33,000,000	REAL *
MAAHYAA HOTEL LLC	\$	7,395,790	\$	4,989,060	REAL

MALL AT IRVING LLC	\$	42,250,000	\$	42,250,000	REAL
MALL AT IRVING LLC	\$	1,729,780	\$	1,729,780	REAL
MALL AT IRVING LLC	\$	5,153,610	\$	5,153,610	REAL
MALL AT IRVING LLC	\$	193,440	\$	193,440	REAL
MALL AT IRVING LLC	\$	1,301,420	\$	1,301,420	REAL
MATTRESS FIRM	\$	58,680	\$	58,680	PERSONAL
MATTRESS FIRM	\$	140,430	\$	140,430	PERSONAL
MCADOO BRUCE	\$	996,840	\$	500,000	REAL
MERCHANTS AUTO GROUP INC	\$	2,179,290	\$	1,829,670	PERSONAL
MFO PPTIES LTD	\$	1,613,000	\$	1,613,000	REAL
MO DANY REVOCABLE TRUST	\$	1,750,000	\$	1,699,000	REAL
MONTERRA APARTMENTS LP	\$	36,129,970	\$	35,000,000	REAL *
N I R INVESTMENTS LTD	\$	675,000	\$	630,000	REAL
NEPTUNE VENTURES LLC	\$	200,000	\$	200,000	REAL
NEPTUNE VENTURES LLC	\$	187,000	\$	187,000	REAL
NEPTUNE VENTURES LLC	\$	233,740	\$	233,740	REAL
NEPTUNE VENTURES LLC	\$	116,810	\$	116,810	REAL
NEPTUNE VENTURES LLC	\$	132,990	\$	132,990	REAL
NEPTUNE VENTURES LLC	\$	160,000	\$	160,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	18,377,590	\$	17,500,000	REAL
OMINET AVENIDA LLC	\$	6,067,000	\$	5,416,730	REAL
OMINET AVENIDA LLC	\$	14,933,000	\$	13,333,270	REAL
PACIFIC PLATINUM TRUST	\$	454,900	\$	435,000	REAL
PACIFIC PLATINUM TRUST	\$	527,640	\$	390,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	\$	4,048,000	REAL *
PARMA LAS COLINAS TOWERS LLC	\$	54,722,000	\$	54,722,000	REAL
PARMA MANDALAY TOWER LLC	\$	36,360,000	\$	32,700,000	REAL
PATEL CHANDRAKANT B	\$	2,050,000	\$	1,950,000	REAL
PATEL DHAVAL	\$	1,069,610	\$	1,040,000	REAL
PATEL KAMLESH M & AMISHA G	\$	1,065,000	\$	1,050,000	REAL
PATEL SURESHCHANDRA N &	\$	491,820	\$	450,000	REAL
PBH VALLEY CREEK LLC	\$	26,000,000	\$	23,400,000	REAL
PBH VALLEY RIDGE LLC	\$	28,560,000	\$	26,000,000	REAL
PCPI UT OWNER LP	\$	9,801,860	\$	9,801,860	REAL *
PCPI UT OWNER LP	\$	137,183,140	\$	121,198,140	REAL *
POST AVALON LLC	\$	16,400,000	\$	15,800,000	REAL
POST MONTORO LLC	\$	18,000,000	\$	16,775,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	65,286,720	\$	64,000,000	REAL *
PRESIDIUM VINEYARDS INVESTORS LLC	\$	13,288,000	\$	13,288,000	REAL
RACETRAC	\$	563,900	\$	315,000	PERSONAL
RACETRAC	\$	425,570	\$	317,700	PERSONAL
RACETRAC PETROLEUM INC	\$	1,924,220	\$	1,732,000	REAL
RAHIMI JAWID &	\$	1,016,010	\$	995,000	REAL
RANDALLS FOOD & DRUG LP	\$	4,025,000	\$	4,025,000	REAL
RAYO LLC	\$	2,170,000	\$	1,925,000	REAL
RAYO LLC	\$	2,170,000	\$	1,925,000	REAL
RED LOBSTER HOSPITALITY LLC	\$	399,150	\$	276,410	PERSONAL
RED OAK COMMERCIAL	\$	3,121,500	\$	2,550,000	REAL

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RESI SFR SUB LLC	\$	150,180	\$	144,200	REAL
RESI SFR SUB LLC	\$	126,130	\$	126,130	REAL
RESI SFR SUB LLC	\$	136,060	\$	125,100	REAL
RFI WESTWOOD VILLAGE LLC	\$	19,500,000	\$	17,700,000	REAL
ROCHELLE PLACE L P	\$	5,200,000	\$	5,040,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	5,518,780	\$	5,518,780	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,335,000	\$	52,750,000	REAL *
SANDLIAN COLBY B &	\$	2,364,600	\$	2,128,000	REAL
SAVOY DALLAS HOTELS LLC	\$	8,430,050	\$	7,390,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,800,000	\$	3,400,000	REAL
SECURITY PORTFOLIO IV LP	\$	2,737,130	\$	2,737,130	REAL
SEDONA PARK APARTMENTS LLC	\$	16,000,000	\$	16,000,000	REAL
SHIV INC	\$	4,643,630	\$	4,000,000	REAL
SOUTHERN UNITED ENTERPRISES	\$	114,130	\$	114,130	PERSONAL
SPARTRA LLC	\$	3,892,460	\$	3,550,000	REAL
SRP SUB LLC	\$	149,330	\$	141,540	REAL
SRP SUB LLC	\$	150,490	\$	140,640	REAL
SRP SUB LLC	\$	202,660	\$	202,660	REAL
SRP SUB LLC	\$	214,790	\$	214,790	REAL
SWETA PATEL LLC	\$	3,800,000	\$	3,800,000	REAL
TAH 2017 1 BORROWER LLC	\$	134,430	\$	134,430	REAL
TAH HOLDING LP	\$	151,020	\$	137,410	REAL
TAH HOLDING LP	\$	155,780	\$	140,200	REAL
TAH HOLDING LP	\$	143,870	\$	140,010	REAL
TAH HOLDING LP	\$	118,670	\$	109,400	REAL
TAH HOLDING LP	\$	144,180	\$	137,730	REAL
TAH HOLDING LP	\$	169,960	\$	158,000	REAL
TAH HOLDING LP	\$	139,740	\$	133,710	REAL
TCI 600 LAS COLINAS INC	\$	72,200,000	\$	68,000,000	REAL *
TCI MERIDIAN ACRES LLC	\$	2,023,990	\$	2,023,990	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL
TOWNE NORTH SC PTNR LTD	\$	6,912,490	\$	6,575,700	REAL
TOWNE NORTH SC PTNR LTD	\$	3,179,190	\$	3,024,300	REAL
TR ATRIUM LP	\$	13,845,000	\$	13,000,000	REAL
TR ATRIUM LP	\$	8,470,000	\$	7,500,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	150,900	\$	147,980	REAL
TRUE DFW2015 1 HOMES LLC	\$	103,390	\$	101,370	REAL
TSCA52 LP	\$	2,420,000	\$	1,800,000	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	100,000	PERSONAL
URBAN WOODSIDE APARTMENTS LP	\$	8,900,000	\$	7,975,000	REAL
US SFE ASSET COMPANY 1 LLC	\$	138,140	\$	124,330	REAL
VAC APARTMENTS LLC	\$	10,000,000	\$	8,600,000	REAL
VUKOTA BRIDGEPORT APTS LP &	\$	21,000,000	\$	18,900,000	REAL
WALMART REAL ESTATE	\$	11,172,710	\$	10,742,990	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,000,000	\$	42,714,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	11,128,840	\$	10,100,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	13,881,340	\$	12,500,000	REAL

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WESTDALE ESTELLE CREEK	\$	12,849,030	\$	11,600,000	REAL
WESTDALE WOODMEADE LTD	\$	19,069,120	\$	17,200,000	REAL
WESTGATE & GLEN ARBOR	\$	16,000,000	\$	14,400,000	REAL
WESTGATE & GLEN ARBOR	\$	7,859,330	\$	7,073,390	REAL
WESTGATE & GLEN ARBOR	\$	2,691,610	\$	2,422,450	REAL
WESTGATE & GLEN ARBOR	\$	3,449,060	\$	3,104,160	REAL
WOODCHASE & CLARENDON APARTMENTS	\$	11,417,570	\$	9,226,750	REAL
WOODCHASE & CLARENDON APARTMENTS	\$	4,796,460	\$	4,023,250	REAL
WOODLAND RIDGE POE LLC	\$	18,115,190	\$	16,333,320	REAL
WOODLAND RIDGE POE LLC	\$	9,057,600	\$	8,166,680	REAL
WTH PROPERTIES LLC	\$	7,153,840	\$	7,153,840	REAL
WTH PROPERTIES LLC	\$	7,153,840	\$	7,400,000	REAL
<b>TOTAL</b>	\$	<b>2,577,443,610</b>	\$	<b>2,368,311,480</b>	

## 2017 ACTIVE LAWSUITS

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

## 2017 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
ABS HOSPITALITY GROUP LLC	\$ 1,400,000	\$ 1,300,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 105,590,370	\$ 92,746,330	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,847,130	\$ 51,968,730	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,990,280	\$ 8,578,530	REAL *
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,572,220	\$ 53,706,410	REAL *
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 10,836,630	\$ 9,800,000	REAL
ALDEN SHORT INC	\$ 118,730	\$ 105,000	REAL
ALDEN SHORT INC	\$ 113,710	\$ 102,000	REAL
ALDEN SHORT INC	\$ 60,530	\$ 60,530	REAL
ALDEN SHORT INC	\$ 117,950	\$ 117,950	REAL
ANGEL HOSPITALITY VIII LLC	\$ 7,735,730	\$ 6,870,000	REAL *
BEL AIR AT LAS COLINAS LL LLC	\$ 33,500,000	\$ 31,750,000	REAL
BELTLINE AIRPORT FREEWAY JV ETAL	\$ 2,145,980	\$ 1,600,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 6,500,000	\$ 5,950,000	REAL
BETTER INC	\$ 1,950,000	\$ 1,800,000	REAL
BIG DIAMOND SKIPPER BEVERAGE	\$ 54,090	\$ 12,000	PERSONAL
BIG DIAMOND SKIPPER BEVERAGE	\$ 181,070	\$ 82,110	PERSONAL
BIG DIAMOND SKIPPER BEVERAGE	\$ 167,690	\$ 77,430	PERSONAL
BIG DIAMOND SKIPPER BEVERAGE	\$ 111,300	\$ 77,770	PERSONAL
BRE LAS COLINAS LLC	\$ 85,000,000	\$ 69,000,000	REAL
BRE LAS COLINAS LLC	\$ 5,752,840	\$ 5,752,840	REAL
BRE LAS COLINAS LLC	\$ 247,160	\$ 247,160	REAL
BROWN COLINAS POINTE LLC	\$ 9,650,000	\$ 9,400,000	REAL
CANAL CENTRE LLC	\$ 32,600,000	\$ 32,600,000	REAL *
CASA DEL SOL TEXAS LLC	\$ 2,965,000	\$ 2,700,000	REAL
CHIPOTLE MEXICAN GRILL	\$ 554,320	\$ 485,000	REAL
CLAY COOLEY REAL ESTATE	\$ 11,245,710	\$ 9,750,000	REAL
CLAY COOLEY REAL ESTATE	\$ 3,120,530	\$ 2,725,000	REAL
CNL RETIREMENT MOP 1110	\$ 10,215,000	\$ 3,855,000	REAL
CNLRS BEP LP	\$ 1,800,000	\$ 1,400,000	REAL
COLUMBIA PROPERTIES	\$ 32,577,220	\$ 30,300,000	REAL *
COOLEY FAMILY IRREVOCABLE TRUST	\$ 2,298,690	\$ 1,257,990	PERSONAL
COOLEY FAMILY IRREVOCABLE TRUST	\$ 327,240	\$ 327,240	PERSONAL
COOLEY FAMILY IRREVOCABLE TRUST	\$ 1,647,380	\$ 717,320	PERSONAL
CREEKWOOD APTS LLC	\$ 12,470,000	\$ 11,000,000	REAL
CROSS COURT REALTY LLC	\$ 864,000	\$ 825,000	REAL
CROWN ENTERPRISES INC	\$ 2,100,000	\$ 2,050,000	REAL
CROWN ENTERPRISES INC	\$ 3,099,770	\$ 2,050,000	REAL
CSC SERVICWORKS INC	\$ 580,930	\$ 464,370	PERSONAL
D L PETERSON TRUST I	\$ 5,302,690	\$ 4,394,640	PERSONAL
DAL RICH VILLAGE LTD	\$ 13,000,000	\$ 11,500,000	REAL
DAL RICH VILLAGE LTD	\$ 3,051,970	\$ 2,538,060	REAL
DAL RICH VILLAGE LTD	\$ 608,270	\$ 505,850	REAL
DAL RICH VILLAGE LTD	\$ 7,339,760	\$ 6,103,840	REAL
DCT ROYAL LANE LLC	\$ 4,238,820	\$ 4,010,000	REAL

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OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
DEVA CORPORATION	\$ 4,500,000	\$ 4,154,310	REAL
DFW AIRPORT HOSPITALITY	\$ 8,400,000	\$ 6,450,000	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 874,180	\$ 819,540	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,373,200	\$ 1,287,380	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,373,200	\$ 1,287,370	REAL
DFW BELTLINE COMMERCE CENTER LLC	\$ 1,179,420	\$ 1,105,710	REAL
DFW JOSEPH INVESTMENTS LLC	\$ 7,941,280	\$ 4,800,000	REAL
DULCE RESTAURANTS LLC	\$ 120,990	\$ 96,400	PERSONAL
DULCE RESTAURANTS LLC	\$ 198,390	\$ 77,000	PERSONAL
DULCE RESTAURANTS LLC	\$ 113,790	\$ 67,900	PERSONAL
ELEMENT FLEET CORPORATION	\$ 1,711,670	\$ 1,401,880	PERSONAL
ELMSTONE GROUP OP1 LLC	\$ 6,800,000	\$ 6,282,610	REAL
ELMSTONE GROUP OP1 LLC	\$ 2,400,000	\$ 2,217,390	REAL
ELMSTONE GROUP OP2 LLC	\$ 11,443,470	\$ 8,200,000	REAL
ESD DFW SOUTH 2011 LP	\$ 24,500,000	\$ 23,100,000	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 2,450,000	\$ 2,450,000	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 3,026,420	\$ 2,726,410	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 1,968,750	\$ 1,773,590	REAL
EXTRA SPACE PROPERTIES 107 LLC	\$ 2,849,000	\$ 2,734,860	REAL
FIELDS WILLIAM S & MARGARET M B TRUST	\$ 2,250,000	\$ 2,250,000	REAL
FIREBRAND PROPERTIES LP	\$ 1,165,000	\$ 924,000	REAL
FPG THE POINT LP	\$ 48,630,000	\$ 47,000,000	REAL
FREEPORT REGENT LLC	\$ 10,532,500	\$ 9,564,750	REAL
GANGA HOTEL GROUP INC	\$ 4,100,000	\$ 4,100,000	REAL
GELCO FLEET TRUST	\$ 2,172,120	\$ 1,792,910	PERSONAL
GLEN ARBOR MULTIFAMILY LLC	\$ 14,400,000	\$ 13,600,000	REAL
GROUND HERSHAL GENE	\$ 220,000	\$ 220,000	REAL
GROUP 1 REALTY INC	\$ 3,426,200	\$ 3,000,000	REAL
GRUSIN MARTIN A TRUSTEE	\$ 897,750	\$ 810,000	REAL
HCRE LAS COLINAS LLC	\$ 9,900,000	\$ 8,600,000	REAL *
HIGHLAND CREST LTD	\$ 12,750,000	\$ 11,700,000	REAL
HKRK MGNT INC	\$ 2,617,720	\$ 2,400,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$ 47,000,000	\$ 45,408,240	REAL *
IMV GROUP LLC	\$ 893,570	\$ 763,290	REAL
IMV GROUP LLC	\$ 118,520	\$ 101,240	REAL
IMV GROUP LLC	\$ 112,300	\$ 95,930	REAL
IMV GROUP LLC	\$ 109,790	\$ 93,780	REAL
IMV GROUP LLC	\$ 86,290	\$ 73,710	REAL
IMV GROUP LLC	\$ 81,570	\$ 69,680	REAL
IMV GROUP LLC	\$ 694,780	\$ 593,490	REAL
IMV GROUP LLC	\$ 219,590	\$ 187,580	REAL
IMV GROUP LLC	\$ 201,500	\$ 172,120	REAL
IMV GROUP LLC	\$ 57,580	\$ 49,180	REAL
INTERGERMAN SUMMER GATE LP	\$ 10,750,000	\$ 9,600,000	REAL
IRVING CLUB ACQUISITION CORP	\$ 1,137,910	\$ 1,137,910	PERSONAL
IRVING LODGING LLC	\$ 4,404,980	\$ 4,035,700	REAL
ISA HOSPITALITY INC	\$ 2,220,000	\$ 1,950,000	REAL
J&J LOTT IRVING LLC	\$ 27,769,510	\$ 27,000,000	REAL
JACK IN THE BOX INC	\$ 216,390	\$ 194,750	PERSONAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY	
K GARAGE CO LTD	\$ 4,671,700	\$ 4,503,400	REAL	
K SERIES III LLC	\$ 97,700	\$ 97,700	REAL	
K SERIES III LLC	\$ 650,000	\$ 650,000	REAL	
KAMEYAMA KEISHI	\$ 12,500,000	\$ 11,255,000	REAL	
KBSIII TOWER AT LAKE CAROLYN LLC	\$ 56,060,000	\$ 53,140,000	REAL	*
KENSINGTON APARTMENTS LLC	\$ 13,312,000	\$ 12,400,000	REAL	
KHOSROW SADEGHIAN	\$ 98,460	\$ 70,000	REAL	
KHOSROW SADEGHIAN	\$ 108,390	\$ 52,000	REAL	
KROGER TEXAS LP	\$ 758,210	\$ 758,210	REAL	
KROGER TEXAS LP	\$ 1,622,000	\$ 1,622,000	REAL	
KROGER TEXAS LP	\$ 1,400,000	\$ 1,400,000	REAL	
KROGER TEXAS LP	\$ 3,800,000	\$ 3,800,000	REAL	
KROGER TEXAS LP	\$ 910,230	\$ 910,230	REAL	
KUMAR SUNDIP	\$ 561,440	\$ 515,000	REAL	
LAKE WORTH HOTEL CORP	\$ 4,400,000	\$ 4,200,000	REAL	
LAS COLINAS IRVING ACQUISITION CO I	\$ 69,000,000	\$ 66,950,000	REAL	*
LAS COLINAS IRVING ACQUISITION CO II	\$ 39,315,000	\$ 38,000,000	REAL	* 84
LEGACY REI GROUP VF LLC	\$ 6,788,830	\$ 6,250,000	REAL	
LOWEN TRINITY MILLS	\$ 12,838,950	\$ 10,840,000	REAL	
LOWES HOME CENTERS INC	\$ 7,500,000	\$ 7,500,000	REAL	
LQ TX PROPERTIES LLC	\$ 8,787,680	\$ 8,639,400	REAL	
MAAHIYAA HOTEL LLC	\$ 7,362,310	\$ 4,966,350	REAL	
MACYS RETAIL HOLDING INC	\$ 2,977,080	\$ 2,548,660	PERSONAL	
MARABELLA AT LAS COLINAS	\$ 21,662,080	\$ 19,083,270	REAL	
MARABELLA AT LAS COLINAS	\$ 20,337,920	\$ 17,916,730	REAL	
MO DANY REVOCABLE TRUST	\$ 1,750,000	\$ 1,699,000	REAL	
MONTERRA APARTMENTS LP	\$ 35,250,000	\$ 33,400,000	REAL	*
MUKUNDBHAI PATEL J & DAXABEN	\$ 1,123,710	\$ 960,000	REAL	
NEPTUNE VENTURES LLC	\$ 200,000	\$ 200,000	REAL	
NEPTUNE VENTURES LLC	\$ 173,410	\$ 173,410	REAL	
NEPTUNE VENTURES LLC	\$ 79,730	\$ 79,730	REAL	
NEPTUNE VENTURES LLC	\$ 179,410	\$ 179,410	REAL	
NEPTUNE VENTURES LLC	\$ 116,810	\$ 116,810	REAL	
NEPTUNE VENTURES LLC	\$ 123,030	\$ 123,030	REAL	
NEPTUNE VENTURES LLC	\$ 141,600	\$ 141,600	REAL	
NEWPORT APARTMENTS PROPERTY OWNEF	\$ 17,248,000	\$ 16,700,000	REAL	
NORTHGATE INVESTORS LLC	\$ 14,100,000	\$ 13,250,000	REAL	
OMINET AVENIDA LLC	\$ 5,966,480	\$ 5,416,730	REAL	
OMINET AVENIDA LLC	\$ 14,686,520	\$ 13,333,270	REAL	
PARMA LAS COLINAS TOWERS LLC	\$ 50,132,000	\$ 46,952,000	REAL	
PARMA LAS COLINAS TOWERS LLC	\$ 4,048,000	\$ 4,048,000	REAL	*
PARMA MANDALAY TOWER LLC	\$ 30,300,000	\$ 27,500,000	REAL	
PERFECT AND MODERN TEAM LLC	\$ 1,131,320	\$ 1,025,000	REAL	
POST MONTORO LLC	\$ 16,250,000	\$ 15,250,000	REAL	
PROPERTY RESERVE INC	\$ 70,552,820	\$ 52,914,000	REAL	
RANDALLS FOOD & GRUG LP	\$ 4,025,000	\$ 4,025,000	REAL	
RAVI PATEL	\$ 953,680	\$ 870,000	REAL	
RAYO LLC	\$ 2,050,000	\$ 1,850,000	REAL	
RAYO LLC	\$ 2,050,000	\$ 1,850,000	REAL	

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
RED LOBSTER HOSPITALITY LLC	\$ 378,750	\$ 308,143	PERSONAL
ROCHELLE PLAZA ASSOCIATES	\$ 5,150,000	\$ 4,975,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$ 51,635,000	\$ 50,000,000	REAL *
SALEM LEASING INC	\$ 4,071,440	\$ 2,676,740	PERSONAL
SANDLIAN COLBY B &	\$ 2,364,600	\$ 2,128,000	REAL
SECURITY PORTFOLIO IV LP	\$ 2,737,130	\$ 2,737,130	REAL
SONIC INDUSTRIES INC	\$ 162,680	\$ 146,410	PERSONAL
SOUTHEASTERN FREIGHTLINES INC	\$ 4,190,170	\$ 2,553,250	PERSONAL
SPARTRA LLC	\$ 3,600,000	\$ 3,400,000	REAL
STATE BANK OF TEXAS	\$ 4,938,550	\$ 4,938,550	REAL
STATE BANK OF TEXAS	\$ 1,896,750	\$ 1,637,100	REAL
STONEBRIDGE IRVING VENTUR	\$ 310,140	\$ 310,140	REAL
STONEBRIDGE IRVING VENTUR	\$ 11,439,160	\$ 10,700,000	REAL
STONEBRIDGE IRVING VENTUR	\$ 9,774,280	\$ 9,145,000	REAL
SUN LIFE INSURANCE CO OF CANADA	\$ 30,850,000	\$ 30,439,000	REAL
SWAY BEAULY LLC	\$ 137,110	\$ 122,030	REAL
SWETA PATEL LLC	\$ 3,702,050	\$ 3,702,050	REAL
TAH 2016-1 BORROWER LLC	\$ 132,550	\$ 119,300	REAL
TAH 2016-1 BORROWER LLC	\$ 128,630	\$ 115,770	REAL
TAH 2016-1 BORROWER LLC	\$ 109,400	\$ 98,460	REAL
TB THRIVE CRP LP	\$ 9,699,660	\$ 9,100,000	REAL
TCI 600 LAS COLINAS INC	\$ 71,645,000	\$ 62,200,000	REAL *
TCI MERIDIAN ACRES LLC	\$ 2,023,990	\$ 1,278,312	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$ 31,000,000	\$ 31,000,000	REAL
TOWNE NORTH SC PTNR LTD	\$ 6,912,490	\$ 6,575,000	REAL
TOWNE NORTH SC PTNR LTD	\$ 3,179,190	\$ 3,025,000	REAL
TP APARTMENTS LLC	\$ 3,074,880	\$ 2,771,370	REAL
TP APARTMENTS LLC	\$ 1,085,810	\$ 978,630	REAL
TR ATRIUM LP	\$ 11,945,000	\$ 11,945,000	REAL
TRT DEVELOPMENT COMPANY	\$ 800,000	\$ 800,000	REAL
TRT DEVELOPMENT COMPANY	\$ 39,200,000	\$ 37,200,000	REAL
TRUE DFW2015 1 HOMES LLC	\$ 133,400	\$ 121,440	REAL
TRUE DFW2015 1 HOMES LLC	\$ 111,560	\$ 101,550	REAL
TSCA 222 LIMITED PS	\$ 7,909,520	\$ 7,500,000	REAL
TSCA 52 LP	\$ 1,990,000	\$ 1,800,000	REAL
U S XPRESS INC	\$ 25,000,000	\$ 100,000	PERSONAL
WALGREENS CO	\$ 1,078,490	\$ 969,410	PERSONAL
WALGREENS CO	\$ 1,335,990	\$ 1,200,630	PERSONAL
WALGREENS CO	\$ 1,014,620	\$ 910,480	PERSONAL
WALMART REAL EST BUS TRST	\$ 11,963,780	\$ 10,742,990	REAL
WALNUT ABLES LTD	\$ 3,145,590	\$ 2,900,000	REAL
WALNUT HILL THRIVE LTD	\$ 6,800,000	\$ 6,120,000	REAL
WALNUT HILL TX PARTNERS LLC	\$ 45,300,000	\$ 41,500,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 9,600,000	\$ 9,494,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 8,695,000	\$ 8,695,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 11,800,000	\$ 10,750,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 11,500,000	\$ 10,650,000	REAL
WESTDALE TIC BRIDGEPORT LP &	\$ 16,600,000	\$ 16,600,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 6,672,000	\$ 6,244,140	REAL

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

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**ACTION ITEM**  
1/19/2021

**TOPIC:** Consider Approval of the Proposed 2021-2022 Student and Teacher Calendars

**SUBMITTED BY:** Curtis Mauricio, Asst. Chief of Secondary Schools

**BACKGROUND:** The proposed final drafts of the 2021-2022 Student and Teacher Calendars are being submitted for approval by the Board of Trustees. The draft calendars have been developed in compliance with relevant Texas Education Code. In addition, staff and parent input was seriously considered in developing the draft calendars. Highlights of the calendars are provided below:

**ADMINISTRATIVE RECOMMENDATION:** The administration recommends the Board of Trustees approve the 2021-2022 Calendar - Option A.

**RECOMMENDED BOARD MOTION:** I move the Board of Trustees approves the 2021-2022 Calendar - Option A.

Additional Agenda Sheets Attached:  Yes  No

# 2021-2022 Calendar Review



**IRVING**<sup>88</sup>  
INDEPENDENT SCHOOL DISTRICT

# 2021-2022 Calendar Development

## Discussion of Proposed Draft of 2021- 2022 Calendar

### Calendar Selection Student and Teacher Calendars

**Curtis Mauricio**

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# 2021-2022 Calendar Development Process

- **Board Work Sessions- November and December 2020**
- **Reviewed Applicable Laws/TEA Guidance**
- **Staff and Parent Input Surveys sent out**
- **Draft of proposed calendars sent to staff**

## 2021-2022 Instructional Minutes/HB 2610

- **75,600 Minimum Minutes Required Annually**
- **168 Full Days and 5 Half Days = 76,680 Minutes/Annually**
- **“Bank” 1,080 Minutes for Bad Weather Days (Equivalent of 2 days)**
- **Bad weather days on calendar would NOT be used until a 3rd and/or 4th day of school is missed.**

## 2021-2022 Bad Weather Days

**Although students would not have to make up the first two bad weather days, a decision regarding staff would have to be made.**

### **Options:**

- **Days could be used for Professional Development or PLC days for staff.**
- **Board can “waive” these as attendance days for staff.**

## 2021-2022 Other Important Information

### **Required Professional Development Hours Outside Contract:**

- **2021-2022: 18 Hours Required Outside Contract (No Change)**

### **Teacher Workday/Planning/Student Holiday on First day after Break**

# 2021-2022 Teacher Contract Workdays

Teacher Contract Days	
Student Instructional Days (168 full days; 4 half days)	172
Campus Professional Days (First week back on duty in August)	3
Learn2Inspire/Exchange Days (attend L2I session in “exchange” for Monday and Tuesday before Thanksgiving)	2
Teacher Workdays (August;January;May)	3
PLC Day, District PD or District Holidays	2
Parent Conference Day (Fall and Spring)	2
Individual Professional Learning Days (18 hours outside of contract)	3
<b>Total Teacher Workdays</b>	<b>187</b>

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Exhibit III.A-5

# 2021-2022 Calendar Options

## Option A Factors

- Start date is August 16, 2021 and End date is May 27, 2022
- Two parent conference dates
- One District Professional Development Day
- Spring Break is third week of March
- End fall semester in December (December 17th - Friday)

## Option B Factors

- Start date is August 16, 2021 and End date is June 3, 2022
- Two parent conference dates
- No District Professional Development Day
- One PLC/Student Holiday
- Spring Break is third week of March
- Teacher work day on March 11, 2022
- End fall semester in December (December 17th - Friday)

# 2021-2022 Calendar Options

## OPTION A



# 2021 | 2022

TEACHER CALENDAR | CALENDARIO PARA MAESTROS

- Holiday / *Día Festivo*
- LEARN2INSPIRE - Elementary
- LEARN2INSPIRE - Secondary
- Campus Professional Development
- Teacher Workday/Student Holiday  
*Día normal maestros/ Día festivo estudiantes*
- PD Exchange Day/Student Holiday  
*Día festivo estudiantes*
- Parent Conference/Student Holiday  
*Junta de padres/Día festivo estudiantes*
- PLC Day/Student Holiday  
*Día festivo estudiantes*
- District PD Day
- Bad Weather Make-Up Day  
*(if needed)*  
*Día repuesto por mal clima si es necesario*
- [ ] Begin/End Grading Period  
*Inicial/ Fin periodo de calificaciones*
- Early Release-Grades PK4-12\*  
*Salida temprano - PK4-12\**  
*\*Excluding tuition-based PK4/excluye PK4 por pago de colegiatura*

### IMPORTANT DATES | FECHAS IMPORTANTES

- School Starts/Comienzo de clases August 16
- School Ends/Fin de clases May 26
- Teacher Work Week August 9-13
- Labor Day September 6
- District PD Day October 7
- Parent Conference Day/ *Día de Junta de Padres* October 8
- Columbus Day October 11
- PD Exchange Day November 22-23
- Thanksgiving Break November 24-26
- Early Release Day December 16
- Early Release Day / End of Semester December 17
- Christmas Break December 20-Jan 3
- Teacher Workday/*Día normal maestros/ Día festivo estudiantes* January 4
- 2nd Semester Starts January 5
- MLK Day January 17
- Parent Conference Day/ *Día de Junta de Padres* February 18
- Presidents Day February 21
- Bad Weather Make-Up Day/*Día repuesto por mal clima* March 11
- Spring Break/*Vacaciones de primavera* March 14-18
- Bad Weather Make-Up Day/*Día repuesto por mal clima* March 21
- Good Friday April 15
- Early Release Day May 25
- Early Release Day / Last Day of School May 26
- Teacher Workday May 27
- Memorial Day May 30

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JUNE   JUNIO 2022						
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# 2021-2022 Calendar Options

## OPTION B



# 2021 | 2022

TEACHER CALENDAR | CALENDARIO PARA MAESTROS

- Holiday / *Día Festivo*
- LEARNZINSPIRE - Elementary
- LEARNZINSPIRE - Secondary
- Campus Professional Development
- Teacher Workday/Student Holiday  
*Día normal maestros/ Día festivo estudiantes*
- PD Exchange Day/Student Holiday  
*Día festivo estudiantes*
- Parent Conference/Student Holiday  
*Junta de padres/Día festivo estudiantes*
- PLC Day/Student Holiday  
*Día festivo estudiantes*

- District PD Day
- Bad Weather Make-Up Day  
(if needed)  
*Día repuesto por mal clima si es necesario*
- Begin/End Grading Period  
*Inicio/ Fin periodo de calificaciones*
- Early Release -Grades PK4-12\*  
*Salida temprano - PK4-12\**  
\*Excluding tuition-based PK4/excluye PK4 por pago de colegiatura

### IMPORTANT DATES | FECHAS IMPORTANTES

<p><b>School Starts/Comienzo de clases</b>  <b>School Ends/Fin de clases</b>                      Teacher Work Week                      Parent Conference Day/<i>Día de Junta de Padres</i>                      Labor Day                      District Holiday/<i>Día festivo del distrito</i>                      Columbus Day                      PLC Day                      PD Exchange Day                      Thanksgiving Break                      Early Release Day                      Early Release Day / End of Semester                      Christmas Break                      District Holiday                      Teacher Workday/<i>Día normal maestros/ Día festivo estudiantes</i>                      MLK Day                      Parent Conference Day/<i>Día de Junta de Padres</i>                      Holiday                      Presidents Day                      Teacher Workday/<i>Día normal maestros/ Día festivo estudiantes</i>                      Spring Break/<i>Vacaciones de primavera</i>                      Bad Weather Make-Up Day/<i>Día repuesto por mal clima</i>                      Good Friday                      District Holiday/<i>Día festivo del distrito</i>                      Memorial Day                      Early Release Day                      Early Release Day / Last Day of School                      Teacher Workday</p>	<p><b>August 16</b>                      June 2                      August 9-13                      September 3                      September 6-8                      October 6-8                      October 11                      November 5                      November 22-23                      November 24-26                      December 16                      December 17                      December 20-Dec 31                      January 3                      January 4                      January 17                      February 17                      February 18                      February 21                      February 21                      March 11-18                      March 21                      March 21                      April 15                      April 18                      April 18                      May 30                      June 1                      June 2                      June 3</p>
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### AUGUST | AGOSTO 2021

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### SEPTEMBER | SEPTIEMBRE 2021

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### MARCH | MARZO 2022

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### APRIL | ABRIL 2022

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### MAY | MAYO 2022

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### JUNE | JUNIO 2022

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### JULY | JULIO 2022

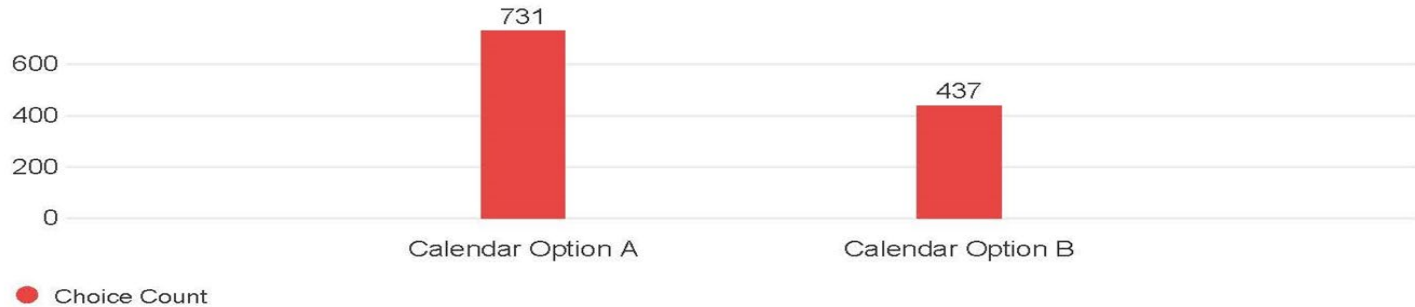
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# 2021-2022 Survey Results

## 2020-2021 Teacher Calendar Vote Survey

11 Jan 2021

1175 Responses



# Recommendation

## **ADMINISTRATIVE RECOMMENDATION:**

**The administration recommends the Board of Trustees consider for approval the Student and Teacher Calendars -Option A.**

# 2021-2022 Calendar Development

- **Questions/Discussion**

**CONSENT AGENDA ITEM**

1/19/2021

**TOPIC:** Consider approval of the submission to the Texas Education Agency of Remote Homebound Instruction Waiver for the 2020-2021 School Year.

**SUBMITTED BY:** Monica Smith, Director of Data Governance and Data Management Systems

**BACKGROUND:** Pursuant to instructions in the student waivers guidebook released by the Texas Education Agency on 2020-2021, the district must request a waiver to provide remote homebound instruction to special 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:

The student's 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 students.

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.

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends the Board approve request to submit a Remote Homebound Instruction Waiver for the 2020-2021 School Year due to the need of several students in the district.

**RECOMMENDED BOARD MOTION:** I move that the Board approve Administration's request to submit a Remote Homebound Instruction Waiver for the 2020-2021 School Year.

Additional Agenda Sheets Attached:  Yes  No

**CONSENT AGENDA ITEM**

1/19/2021

**TOPIC:** Consider Approval Requesting to Submit a Waiver for ADA Requirements for the 2020-2021 School Year.

**SUBMITTED BY:** Learning Services, Chief Learning Officer, Jackie Gorena

**BACKGROUND:** Irving ISD is requesting to waive ADA requirements in TEC, Sec. 48.005, so that our school district may utilize additional asynchronous instruction days for increased planning time for teachers.

**ADMINISTRATIVE RECOMMENDATION:** : Administration recommends the Board approve the request to submit a Waiver for the 2020-2021 School Year due to the additional planning and professional learning needs of virtual instruction.

**RECOMMENDED BOARD MOTION:** I move that the Board approve Administration's request to submit a waiver for ADA requirements so that the District may utilize additional asynchronous instruction days for increased planning time for teachers.

Additional Agenda Sheets Attached:  Yes  No

**ACTION ITEM – BIDS**  
1/19/2021

**TOPIC:** Consider Approval of Item No. 2021-12 Approving the Award for Request for Competitive Sealed Proposal (RFCSP) #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School

**SUBMITTED BY:** J. Scrivner and J. Pilgrim

**BACKGROUND:** On December 11, 2020, Pursuant to RFCSP #21-27-914, Irving ISD received eight (8) proposals for Gym HVAC Replacement at various campuses. Based on the review and evaluation of the proposals received, the administration recommends the acceptance and award of the proposal from Acumen Enterprises.

This general description of the project includes turn-key work, (including all related work) that includes, but is not limited to, installation of designated HVAC systems, piping, electrical, and other related parts for a complete and operational system. If approved, the work will begin immediately with a substantial completion date of March 22, 2021. The Administration recommends and requests that the Board Approve the award and execute the contract with Acumen Enterprises to perform the work described herein.

**FUNDING SOURCE:** Local Funds

**COSTS:** \$597,000, which includes a 5% Owner Contingency

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve the Award of RFCSP #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School, and Nimitz High School

**RECOMMENDED BOARD ACTION:** I move the Board approve the Award of RFCSP #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School, and Nimitz High School

Additional Agenda Sheets Attached:  Yes  No

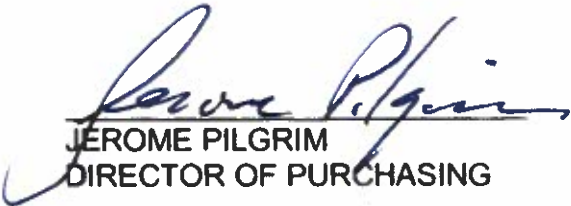
**AGENDA SHEET**

**Meeting Date:**1/19/2021

**Topic:** Consider Approval of Item No. 2021-12 Approving the Award for Request for Competitive Sealed Proposal (RFCSP) #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School, and Nimitz High School

<b>Item No.</b>	2021-12
<b>Recommended Vendor(s)</b>	Acumen Enterprises
<b>Contract Type (e.g. Co-op, RFP)</b>	RFCSP #21-27-914
<b>Contract Term or One Time Purchase</b>	One Time Project
<b>Sole Source Vendor &amp; Documentation</b>	NA
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

  
JIM SCRIVNER  
EXECUTIVE DIRECTOR  
OF FACILITIES

**Attachments:**

1. Memo from Jim Scrivner dated January 4, 2021
2. Memo from Jerome Pilgrim dated January 4, 2021
3. Bid Summary
4. Draft AIA Agreement Document

**AWARD RECOMMENDATION**

**(RFCSP) #21-27-914 for Gym HVAC Replacement at Three High Schools**

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

**From: Jim Scrivner  
Executive Director of Facilities & School Support Services**

**CC: Andre Smith**

**Date: January 4, 2021**


**Subject: Recommendation: Award for Request for Competitive Sealed Proposal (RFCSP) #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School.**

The Facility Services Department recommends that the district award RFCSP #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School to Acumen Enterprises.

Following review, evaluation, and analysis of the eight (8) proposals received, Acumen Enterprises ranked highest and was determined to provide the best value to the District. Evaluations were performed by Facility Services and the district assigned A/E firm, Estes McClure and Associates. Two other firms proposed lower amounts for the project, however, ranked lower on other evaluation factors.

Funding will be provided from Local Funds

Amount not to exceed \$597,000 including a 5% owners' contingency

  
\_\_\_\_\_  
**JIM SCRIVNER  
EXECUTIVE DIRECTOR OF  
FACILITIES & SCHOOL SUPPORT  
SERVICES**

**PURCHASING AWARD RECOMMENDATION**

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

From: Jerome Pilgrim, Director of Purchasing

Date: January 4, 2021

Subject: Recommendation: Award for Request for Competitive Sealed Proposal (RFCSP) #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School.

Purchasing concurs with the recommendation from the Facilities Department to Award RFCSP #21-27-914 for Gym HVAC Replacement at Irving High School, MacArthur High School and Nimitz High School to Acumen Enterprises in the amount not to exceed \$597,000.

On November 11, 2020, the District issued the Request for Competitive Sealed Proposals (RFCSP) #21-27-914 and on December 11, 2020, received nine (9) proposals from the following vendors.

Vendors	Vendors
Acumen Enterprises	JCA Heating and Air
Berger Engineering	TDR Contractors
Decker Mechanical (DMI)	Centric Mechanical Services
CMS Mechanical	Bartos Industries
Infinity Contractors	

All responsive proposals were evaluated by a district committee, including Facilities Services and the district's engineer (EMA). Based on the evaluation factors in the RFCSP, Acumen Enterprises ranked highest as the vendor providing the best value proposal and meeting the scope of services and other requirements of the RFCSP.

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

RFCSP 21-27-914 GYM HVAC REPLACEMENT AT THREE HIGH SCHOOLS

EVALUATION CRITERIA

Parameters:

Actual Price

Max Points

Weight (%)

1. The Purchase Price. Low price will receive highest score provided it is responsive to ALL SPECIFICATIONS. All other proposals which meet minimum solicitation requirements will be scaled in rank order as a percentage of the low proposal price.

2. Offeror's Experience; Has the offeror provided written documentation in the response which demonstrates successful experience providing products and services required in this solicitation? (4 points) Does the documentation provided demonstrate projects of comparable trades, size and complexity? (4 points) Has the offeror operated under the same company name and federal tax identification number for 5 years while providing products and services sought by the District? (2 points)

3. Offeror's Reputation; Did the offeror provide complete information for required minimum number of references? (2 points) Did the references respond in the affirmative that they would be likely to do business with the offeror's company again, if given the opportunity? (4 points) Did the references provide positive or negative feedback regarding the offeror? (4 points)

4. Quality of Offeror's Goods and/or Services; Does the offeror agree to meet the minimum requirement of the published specifications for goods and/or services? (2 points) Have the offeror's references confirmed that the offeror met the minimum requirement of the published specification for goods and/or services on comparable projects with the last 2 years? (2 points) Have the offeror's references responded favorably as to the offeror's past performance in satisfactorily completing project punch-lists from projects of similar type and scope? (3 points) Have the offeror's references responded favorably as to the offeror's past performance in satisfactorily completing project warranty claims for projects of similar type and scope? (3 points)

5. Impact on the Ability of the District to Comply with Rules and Policies Relating to Historically Underutilized Businesses; Is the firm a certified HUB or D/M/WBE? (No points awarded for being a D/M/WBE or not, this is information gathering. District policy does not permit extra points for certification.) Points are given for submitting a written subcontracting plan on the subcontracting plan form titled "Living ISD HUB Subcontracting Plan." This plan is established to encourage vendors to provide subcontracting opportunities to HUB or D/M/WBE firms to compete for work when portions of the work are subcontracted. Did the firm submit a subcontracting plan containing sufficient information concerning its intent to provide subcontracting opportunities to HUB or D/M/WBE firms to compete for work when portions of the work are subcontracted? (0 to 10 points)

6. Proposed Personnel; Is the firm proposing specific supervisory personnel for the job that are experienced in the type and scope of project described in the specifications? (6 points) Did the offeror provide information documenting supervisory personnel's demonstrated experience and ability to manage projects of this type and scope? (4 points)

7. Offeror's Financial Capabilities Appropriate to Size and Scope of Project; Did the offeror provide an unqualified opinion by an independent auditor on its current audited financials? (3 points) In the alternative, did the offeror provide an opinion by a certified public accountant based on a review of the offeror's financials? (3 points) Did the offeror provide financial information including, but not limited to a Balance Sheet? (2 points) Have one of more of the offeror's principals filed for bankruptcy protection as principals of another business entity within the past 15 years? If yes, please explain. (1 point) Has the offeror's company filed for bankruptcy protection, under its current federal tax identification number, within the past 15 years? If yes, please explain. (1 point)

8. Other Appropriate Factors that Demonstrate Qualifications; Does the firm agree to meet the designated construction schedule? Yes or No. (4 points) Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the project? (4 points) Does the offeror agree to the referenced Contract and General Conditions documents acceptable? Yes or No. (2 points)

Total Points

Notes

	Acumen Enterprises	Berger Engineering	Decker Mechanical (DMA)	CMS Mechanical	Infinity Contractors	JCA Heating & Air	TDR Contractors	Vendor	Vendor
	39.00	35.00	40.00	28.00	37.00	35.00	35.00	39.00	Buyer entered
	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	
	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	
	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	
	5.00	5.00	0.00	5.00	5.00	0.00	0.00	0.00	
	5.00	5.00	5.00	0.00	5.00	0.00	0.00	0.00	
	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	
	10.00	10.00	10.00	10.00	10.00	10.00	10.00	4.00	
	99.00	95.00	90.00	78.00	92.00	80.00	80.00	78.00	



# AIA® Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

**AGREEMENT** made as of the 19th day of January in the year 2021  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Irving Independent School District: a Political Subdivision of the State of Texas  
2621 West Airport Freeway  
Irving, Texas 75062  
972-600-5100

and the Contractor:  
*(Name, legal status, address and other information)*

Acumen Enterprises, Inc.  
1504 Falcon Drive  
Desoto, Texas 75115  
972-572-0701

for the following Project:  
*(Name, location and detailed description)*

Gym HVAC Replacements at Three High Schools

The Architect/Engineer:  
*(Name, legal status, address and other information)*

Estes, McClure & Associates Inc.  
328 S. Broadway Ave.  
Tyler, TX 75702  
Phone: 903.581.2677

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Contractor agree as follows.

To complete the Project in accordance with the plans and specifications and this Contract to achieve the results specified in Irving Independent School District's solicitation.

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 GENERAL CONTRACTOR
- 9 ARCHITECT/ENGINEER
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS AND THE ORDER OF PERFORMANCE**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Contract signed by the Owner and Contractor;
- .2 the drawings and specifications, including any addendums thereto, supplied in the Owner' s Request for Competitive Sealed Proposals # 21-27-914
- .3 Other addenda prepared by the Engineer as follows:
 

Number	Date	Pages
001	December 2, 2020	4

*(Table deleted)*  
*(Paragraphs deleted)*

- .4 written orders for changes in the Work, issued after execution of this Contract;
- .5 other documents, if any, identified as follows:

**§ 1.2** The order of precedence of said Contract Documents shall be: (1) this Contract; (2) the Owner' s Request for Competitive Sealed Proposals # 21-27-914 , including any addendums thereto; (3) written orders for changes in the

Work issued after execution of this Contract; and (4) the Contractor's Proposal, including any amendment thereto, that is formally accepted by Board of Trustees of the Owner awarding the Work for this Project.

**ARTICLE 2**

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 DATE OF COMMENCEMENT**

Unless otherwise set forth below, the date of commencement shall be the date of this Contract.  
*(Insert the date of commencement if other than the date of this Agreement.)*

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work by:  
*(Check the appropriate box and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement.

By the following date: March 22,2021

**ARTICLE 3**

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Five Hundred Ninety-Seven Thousand Dollars (\$597,000)

**CONTRACT SUM**

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
N/A	N/A

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

None

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

*(Identify each allowance.)*

Item	Price
Construction Contingency Allowance	\$29,850

§ 3.5 Unit prices, if any, are as follows:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

*(Table deleted)*

**ARTICLE 4 PAYMENTS**

§ 4.1 Based on Contractor's Applications for Payment certified by the Engineer, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

The period covered by each Application for Payment shall be one calendar month on the last day of the month. Owner shall withhold from each payment 5% of the payment as retainage

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the  
*(Paragraphs deleted)*  
Project, and in accordance with Chapter 2251 of the Texas Government Code as applicable to Owner.

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide, prior to issuance of a Notice to Proceed, and maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million (\$ 1,000,000 ) each occurrence, One Million ( \$ 1,000,000 ) annual aggregate, and Five Million ( \$ 5,000,000 ) annual aggregate for umbrella Liability.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million ( \$ 1,000,000 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million ( \$ 1,000,000 ) each accident, One Million ( \$ 1,000,000 ) each employee, and One Million ( \$ 1,000,000 ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

### § 5.1.7

*(Paragraphs deleted)*

The Contractor shall provide excess liability insurance to apply in the event of exhaustion of other liability insurance, in an amount no less than (\$5,000,000)

### § 5.1.8 Other Insurance Provided by the Contractor

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

1 Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-84) showing statutory Workers' Compensation coverage of the Contractor's employees providing services on a Project is required for the duration of the Project.

.2 Duration of the Project includes the time from the beginning of the Work on the Project until Contractor's work on the Project has been completed and accepted by the Owner.

.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project

regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

.4 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.5 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Section 401.011(44) of the Texas Labor Code for all employees of the Contractor providing services on the Project for the duration of the Project.

.6 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

.7 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.8 The Contractor shall obtain from each person providing services on the Project and provide to the Owner:

.8.1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.8.2 No later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.9 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

.10 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.11 The Contractor shall post on each Project site a notice, in the text form, and manner prescribed by the TDI informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.12 The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

.12.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all of its employees providing services on the Project for the duration of the Project.

.12.2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project.

.12.3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.12.4 Obtain from each other person with whom it contracts, and provide to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the Project; and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.12.5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.

.12.6 Notify the Owner in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.12.7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

.13 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

.14 The Contractor's failure to comply with any of these provisions is a breach of this Contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the Owner.

.15 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery or renewed on or after January 1, 1996, buy only to the extent permitted by Texas law.

#### **Coverage Limits**

§ 5.2 The Owner shall provide property insurance or self-insurance to cover the value of the Owner's property, including any Work provided under this Contract.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12 before the Contractor commences any Work on the Project. The Contractor shall provide the Owner with a copy of said endorsement before the Contractor commences any Work on the Project.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Engineer, Engineer's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance. Said waiver of all rights is null and void for the Contractor if the Contractor ever fails to maintain any of the insurance coverage required by this Contract.

#### **ARTICLE 6 GENERAL PROVISIONS**

##### **§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's/Engineers Drawings, Specifications and Other Documents**

Documents prepared by the Architect/Engineer are instruments of the Engineer's service for use solely with respect to this Project. The Engineer shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineer.

**§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

**ARTICLE 7 OWNER**

**§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**7.1.2** Except for approvals, easements, special assessments, or permits and fees that are the responsibility of the Owner under the Contract Documents, the Contractor shall obtain and pay for other necessary approvals, easements, assessments, permits, fees and/or charges required by the City of Irving, Texas..

*(Paragraph deleted)*

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

**§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Engineer may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Engineer.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Contractor except for Owner caused delays

## **ARTICLE 8 GENERAL CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Engineer.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Engineer, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Engineer have made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

.1 The Contractor shall fully comply with Section 22.08341 of the Texas Education Code where applicable to any employee of the Contractor assigned to the Project with respect to Criminal History Record Information concerning such employee(s). The Contractor shall require its consultants, and all other persons or entities over which the Contractor has any right to exercise control to similarly comply with Section 22.08341 of the Texas Education Code.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Engineer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

**§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Engineer in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

**§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Engineer shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

**§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

**§ 8.12 Indemnification**

The Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. If the Contractor ever fails to maintain any of the insurance coverage required by the Contract, the Contractor shall indemnify and hold harmless the Owner from and against all said claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work or related to this Contract in any way.

**ARTICLE 9 ARCHITECT/ENGINEER**

**§ 9.1** The Engineer will provide administration of the Contract as described in the Contract Documents. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 9.2** The Engineer will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Engineer will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Engineer will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor.

**§ 9.5** The Engineer has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Engineer will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Engineer will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Engineer will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Engineer's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

#### **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost-plus reasonable overhead and profit.

§ 10.2 The Engineer may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment, subject to approval by the Owner. Contractor acknowledges that it is presumed to have had the opportunity to inspect the physical conditions at all of the work locations prior to entering into this Contract.

#### **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

#### **ARTICLE 12 PAYMENTS AND COMPLETION**

##### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### **§ 12.2 Applications for Payment**

§ 12.2.1 At least ten (10) calendar days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for Work completed in accordance with the values stated in this Contract. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Engineer may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may

similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Engineer will, within (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due, and notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Engineer's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### § 12.4 Progress Payments

§ 12.4.1 After the Engineer has issued a Certificate for Payment; the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Engineer shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Engineer and the Engineer will make an inspection to determine whether the Work is substantially complete. When the Engineer determines that the Work is substantially complete, the Engineer shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Engineer will inspect the Work. When the Engineer finds the Work acceptable and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Engineer releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### **ARTICLE 14 CORRECTION OF WORK**

§ 14.1 The Contractor shall promptly correct Work rejected by the Engineer as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

##### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### **§ 15.2 Tests and Inspections**

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Engineer requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

##### **§ 15.3 Governing Law**

The Contract shall be governed by the laws of the State of Texas and with specific reference to Subchapter D of Chapter 2269 of the Texas Government Code and Subchapter I of Chapter 271 of the Texas Local Government Code. Exclusive venue for any claim or dispute related to the Project shall lie in the State District Courts in and for Dallas County, Texas. Notwithstanding any other term of the Contract Documents, binding arbitration is expressly excluded as a procedure to resolve claims or disputes related this Contract or the Project. The legal doctrine of *contra proferentem* shall not apply to this Contract and so the legal or equitable interpretation of this Contract shall not be construed against the drafter of this Contract.

#### **ARTICLE 16 TERMINATION OF THE CONTRACT**

##### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of thirty (30) calendar days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 above for a period of thirty (30) calendar days, the Contractor may, upon seven additional days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work performed.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.
- .5 fails to prosecute timely completion of the Work.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Engineer, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) calendar days written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

**§17.1** Payment and Performance Bonds furnished to, and accepted by, the Owner, each in the amount of the Contract Sum must be accepted by the Owner before a Notice to Proceed shall be issued by the Owner.

**§17.2** This Contract and the Contract Documents are subject to and limited by the adjudication of claims procedures in Subchapter I of Chapter 271 of the Texas Local Government Code and all of Owner's other Immunities & Defenses as provided by applicable Texas Law.

**§17.3** The Contractor shall comply with all legal requirements related to right to work and prevailing wage rates.

**§17.4 Required Federal contract provisions of Federal Regulations 7 CFR 3016 Construction Contracts exceeding \$150,000**

**The following provisions are required to be in place and agreed if the procurement is funded with federal funds.**

**NOTE: SOME OF THESE CERTIFICATIONS WILL NOT DIRECTLY APPLY TO A PUBLIC WORK CONTRACT FOR A CONSTRUCTION PROJECT, BUT WE ARE NEVERTHELESS REQUIRED TO INCLUDE THEM IN THE CONTRACT.**

**Citation: 7 CFR 3016 (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.**

- 1. Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate**

**or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by Irving ISD, Irving ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**2. Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by Irving ISD, Irving ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to thirty (30) calendar days, to cure the causal breach of terms and conditions. Irving ISD reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with thirty (30) calendar days' notice in writing to the awarded vendor. All verifiable costs incurred per the contract shall be paid by the Irving ISD to the contractor up to the time notification is provided to the contractor.

**3. Federal Rule (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)**

Pursuant to Federal Rule (3) above, when federal funds are expended by Irving ISD, for all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the Irving ISD resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**4. Federal Rule (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)**

Pursuant to Federal Rule (4) above, when federal funds are expended by Irving ISD, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the Irving ISD resulting for this procurement process the vendor will be in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**5. Federal Rule (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)**

Pursuant to Federal Rule (5) above, when federal funds are expended by Irving ISD, during the term of an award by the Irving ISD resulting from this procurement process for construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation, the vendor will be in compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)

**6. Federal Rule (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)**

Pursuant to Federal Rule (6) above, when federal funds are expended by Irving ISD, the proposer

certifies that during the term of an award by the Irving ISD resulting from this procurement process for construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers the vendor will be in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**7. Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by Irving ISD, Irving ISD requires that the proposer certify that during the term of an award by the Irving ISD resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the Irving ISD or any relevant state of federal agency.

**8. Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

Pursuant to Federal Rule (8) above, when federal funds are expended by Irving ISD, Irving ISD shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

**9. Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by Irving ISD, Irving ISD requires the proposer certify that during the term of an award by the Irving ISD resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the Irving ISD but used in the awarded contract performance unless otherwise agreed in a written document by the parties. Irving ISD reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights Irving ISD retains all rights in the data developed or gathered during the contract term.

**10. Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by Irving ISD, Irving ISD requires the proposer certify that during the term and after the awarded term of an award by the Irving ISD resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**11. Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by Irving ISD, Irving ISD requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**12. Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts,**

**subcontracts, and subgrants of amounts in excess of \$100,000).**

Pursuant to Federal Rule (12) above, when federal funds are expended by Irving ISD, Irving ISD requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**13. Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by Irving ISD, Irving ISD requires proposer certify that during the term of an award by the Irving ISD resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

This Agreement entered into as of the day and year first written above.

Each of the Signatories hereto represent and warrant that they each, respectively, are authorized to execute this Contract, that each party has the authority to enter into this Contract and have executed this Contract on the date specified below.

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

*(Table deleted)*

OWNER:

GENERAL CONTRACTOR:

\_\_\_\_\_  
By: Randy Randle  
Title: President, Board of Trustees  
Irving Independent School District

\_\_\_\_\_  
By: Wayne Boyter  
Title: President  
Acumen Enterprises, Inc.

**CONSENT AGENDA ITEM – BIDS**  
1/19/2021

**TOPIC:** Consider Approval of Item No. 2021-13 Approving Renewal of Request for Proposal (RFP) # 17-20-892 for the Purchase of Athletic Supplies and Services

**SUBMITTED BY:** J. Pilgrim

**BACKGROUND:** On May 22, 2017, the Board approved the award of RFP #17-20-892 for the purchase of Athletic Supplies and Services. The original award was for one (1) year with the District's option to renew for up to five (5) additional one (1) year periods. Multiple vendors were awarded in order to supply the variety of needs of the District Athletic Department and to promote competitive pricing. (Refer to Exhibit A – List of Awarded Vendors). The vendors listed have provided satisfactory service and products in accordance with the specifications, pricing, and terms of the award. This award is not exclusive as the District reserves the right to procure from other cooperative contract vendors when appropriate. This is the fourth of five (5) annual renewal options.

**FUNDING SOURCE:** Various Local Funds

**COSTS:** Estimated \$315,000.00 Annually

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board approve renewal of RFP 17-20-892 for the Purchase of Athletic Supplies and Services for the fourth of five (5) annual renewal options.

**RECOMMENDED BOARD ACTION:** I move the Board to approve the renewal of RFP #17-20-892 for the purchase of Athletic Supplies and Services for the fourth of five (5) annual renewal options.

Additional Agenda Sheets Attached:  Yes  No

## AGENDA SHEET

**Meeting Date:**1/19/2021

**Topic:** Consider Approval of Item No. 2021-13 Approving Renewal of Request for Proposal (RFP) #17-20-892 for the Purchase of Athletic Supplies and Services

<b>Item No.</b>	2021-13
<b>Recommended Vendor(s)</b>	Multiple Vendors – Refer to Exhibit A
<b>Contract Type (e.g. Co-op, RFP)</b>	RFP #17-20-892
<b>Contract Term or One Time Purchase</b>	Fourth of five (5) Annual Renewals
<b>Sole Source Vendor &amp; Documentation</b>	NA
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

**Attachments:**

1. Renewal Memo from Clint Roddy dated 12/15/2020
2. Renewal Memo from Jerome Pilgrim dated 1/4/2021
3. Exhibit A: List of Awarded Vendors

# **MEMO**

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**DATE:** December 15, 2020

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Clint Roddy *CR*  
Executive Athletic Director

**RE:** Consider Renewal of Award of Request for Proposal # 17-20-892 for the Purchase of Athletic Supplies and Services

We are requesting the Irving ISD Board of Trustees approve the renewal of all vendors listed in Exhibit A for Athletic Supplies and Services for Irving Independent School District.

We ask that all companies that submitted proposals to the RFP be included so that the Athletic Department can legally procure supplies and services needed at the best value for the district.

**Sources of Funding:** Athletic budget



## Purchasing

### PURCHASING AWARD RECOMMENDATION

Date: January 4, 2021

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

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

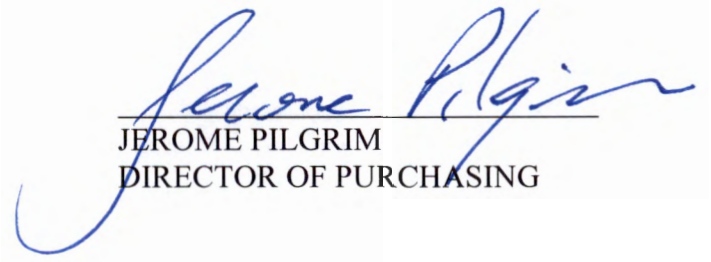
SUBJECT: Renewal of Award for RFP #17-20-892 for the Purchase of Athletic Supplies and Services

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On May 22, 2017, the Board approved the award of Request for Proposals (RFP) #17-20-892 for the purchase of Athletic Supplies and Services. The original award was for one (1) year with the district's option to renew for up to five (5) additional one (1) year periods. Purchasing concurs with the recommendation from the Athletic Department to renew the award to the vendors listed in Exhibit A.

The vendors recommended are primarily utilized by the Athletic Department and Campuses, based on the needs and on an "as needed" basis. The Athletic Department anticipates expenditures in the estimated amount of \$315,000 annually.

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

A handwritten signature in blue ink, reading "Jerome Pilgrim", is written over a horizontal line. Below the line, the name "JEROME PILGRIM" and the title "DIRECTOR OF PURCHASING" are printed in a blue, sans-serif font.

JEROME PILGRIM  
DIRECTOR OF PURCHASING

# Exhibit A

## RFP 17-20-892 ATHLETIC SUPPLIES AND SERVICES

THE ATHLETICS DEPARTMENT WILL CALL FOR QUOTES PRIOR TO PLACING ORDERS - QUOTES WILL INCLUDE SHIPPING, INSTALLATION AND EXTRA LIFTGATE CHARGES WHICH MAY APPLY ON ANY ORDERS DEPENDING ON ITEMS REQUESTED.

Vendor	Discount Offered	EPCNT	Forms Rcvd *	Special Ordering Requirements / Conditions
AK2 Sports	20%	Yes	Yes	
Alert Services	20% catalog Johnson 10% Johnson & Johnson 15% Eqpmnt	Yes	Yes	
AllPlayers Network Inc/DBA Rank One Sport	0	Yes	Yes	
Aluminum Athletic Equipment	14%- some eqpmnt exceptions	Yes	Yes	use AAE bid ref #160802
America Team Sports	10-40% depending on product	Yes	Yes	
Barcelona Sporting Goods	0-25% depending on product	Yes	Yes	
Bill Fritz Sports Corp	10% Athletic Connection Catalog	No	Yes	
Boathouse Sports	10% if minimums met per catalog	Yes	Yes	
BSN Sports	assorted discounts	Yes	Yes	Must use BSN #16-51075 when requesting quote and on PO. Call for discounts and pricing
Carey's Sporting Goods	minimum 10%	Yes	Yes	
Custom Sportswear	0	Yes	Yes	
Douglas Pads and Sports, Inc	15-20%	Yes	Yes	
East Bay Team Sales	10%	Yes	Yes	
Getpoms.com	0-15%	Yes	Yes	
Gilman Gear	5%	Yes	Yes	
Graphics Sore	depends on quantities	Yes	Yes	
Knockout Sportswear	depends on quantities	Yes	Yes	
Kranos Corp/DBA Schutt Sports	32.50%	No	Yes	

MFAC, LLC	10% w/exclusions	Yes	Yes	
Oates Specialty	call	Yes	Yes	
Pepwear	depends on quantities	Yes	Yes	
Pioneer Manufacturing Co.	0	Yes	Yes	
Promaxima	0-30%	Yes	Yes	Letter regarding install instructions
Promounds/DBA On Deck Sports	0	Yes	Yes	
Pro-Tuff Decals	10%	Yes	Yes	
RB Sporting Goods	0-30% Catalog pricing already discounted	No	Yes	
Richey Athletics	15%	Yes	Yes	
Riddell/All American	0-40%	Yes	Yes	Letter and Catalog
Rogers Athletic Co.	5%	Yes	Yes	
S & S Worldwide	18%	Yes	Yes	
Schools In	5%	Yes	Yes	truck shpmnt del via tailgate unless otherwise specified- liftgate delivery charges apply
School Oufitters	call	Yes	Yes	Letter - liftgate, install, and debris removal extra chage
School Specialty	35%	Yes	Yes	BidRef #7782567147
School Tee Factory	depends on quantities	Yes	Yes	
Score Sports	call	Yes	Yes	
The Soccer Corner	20%	Yes	Yes	
Swimshops of the Southwest	0-30%	Yes	Yes	
Tennis Outlet Inc	0-35%	Yes	Yes	
<b>**The Library Store</b>	<b>10%</b>	<b>Yes</b>	<b>Yes</b>	
The Tennis Shop	0-35%	Yes	Yes	

US Gamess	10%	Yes	Yes	\$50 minimum order - not all items discounted
Xtreme Swim	10-25%	Yes	Yes	extra charge on shipping for heavy equipment
<b>**Vendor not awarded -- Not Athletic Supplies</b>				
*Forms received include: Price Sheet, Vendor Questionnaire, Deviation/Compliance Signature Form, Confidentiality Declarations Form, Insurance Requirement Form, Certification for Criminal History Check Form, Conflict of Interest Form, Non-Collusive Bidding Certificate, Legal Compliance Form, and Campaign				

**CONSENT AGENDA ITEM – BIDS**  
1/19/2021

**TOPIC:** Consider Approval of Item No. 2021-14 Approving the Renewal of Award for RFP #18-06-896 for Purchase of Library Books from Multiple Vendors.

**SUBMITTED BY:** Jerome Pilgrim, Patricia Alvarado

**BACKGROUND:** On October 25, 2017, pursuant to Request for Proposal (RFP) #18-06-896, the District received proposals from thirty-four (34) vendors for the purchase of Library Books including Professional, Trade Books, K-12 Limited Market, Research, Reference, eBooks, Electronic and Audio Books. Following the evaluation set forth in RFP #18-06-896 twenty-seven (27) vendors were identified meeting the minimum requirements to provide books. Refer to Exhibit “A” for the list of recommended vendors. It is estimated based on the previous 2017 fiscal year that the district will spend \$600,000 annually. The renewal award will be January 2021 through January 2024 with the option to extend for an additional one (1) three (3) year extension for a total of nine years.

**FUNDING SOURCE:** Local Funds and Grants

**COSTS:** Estimated \$600,000 Annually

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board Approve the Renewal of Award for RFP #18-06-896 for the Purchase of Library Books from multiple vendors designated on Exhibit “A.”

**RECOMMENDED BOARD ACTION:** (To be used only if this item is pulled from the Consent Agenda for a separate vote.)

I move the Board approve the renewal of Award for RFP #18-06-896 for Purchase of Library Book Vendors.

Additional Agenda Sheets Attached:  Yes  No

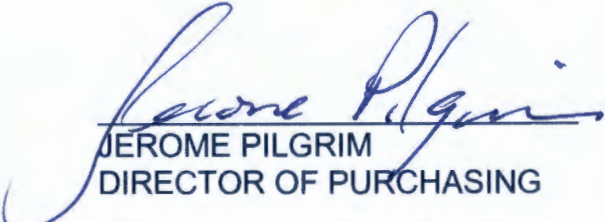
## AGENDA SHEET

**Meeting Date:**1/19/2021

**Topic:** Consider Approval of Item No. 2021-14 Approving the Renewal of Award for RFP #18-06-896 for Purchase of Library Books from Multiple Vendors.

<b>Item No.</b>	2021-14
<b>Recommended Vendor(s)</b>	Multiple Vendors, Refer to Exhibit A
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposal #18-06-896
<b>Contract Term or One Time Purchase</b>	Renewal for three years with one (1) – three (3) year renewal option available
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

Attachments:

1. Memo from Patricia Alvarado dated January 4, 2021
2. Memo from Jerome Pilgrim dated January 4, 2021
3. Exhibit A: List of Awarded Vendors



**PATRICIA ALVARADO**  
 Director of Digital & Learning Resources

**MAGDA HERNANDEZ**  
 Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing  
 From: Patricia Alvarado, Director of Digital & Learning Resources  
 Date: 01/04/2021  
 Subject: RFP #18-06-896 Library Book Vendors

Please consider approving renewal of Award for RFP #18-06-896 Library Book Vendors. This request is for a three-year contract with the option to renew for up to two, three-year terms. This request is the second renewal option.

We selected two types of vendors- jobbers and limited-market book sellers. Jobbers are companies that can supply most any book in print with processing. Limited market book vendors are companies that supply books from only one or a limited number of publishers, including those that sell directly to school districts.

The following companies have provided materials in accordance with the RFP specifications, scope, pricing and terms of the award. No primary vendor is selected because book prices vary and it is our practice to solicit quotes from at least three vendors to obtain the lowest price on each order. Each vendor provides unique products that serve to meet the overall needs of the district.

Abdo Publishing	J Appleseed
Bearport Publishing	Bound to Stay Bound
Capstone	Cavendish Square Publishing
Gale a Cengage Learning Company	Central Programs - Gumdrop Books
Children's Plus	Child's World
CBM LLC/Cherry Lake Publishing/Sleeping Bear Press	Enslow Publishing
Facts on File/Infobase Learning	Follett
Garrett Book Company	Grey House Publishing/Salem Press Imprint
Junior Library Guild	Lectorum
Lerner Publishing Group	Mackin
Perma-Bound	Rainbow Book Company
The Rosen Publishing Group	Rourke Educational Media
Sebco	Sommer Associates
World Book	

It is anticipated that the district will not exceed \$600,000 annually for library books and materials through these vendors during the upcoming school year. The money will come from local funds (199-12-6329-01-896-000-296) and specials funds such as grants received by schools.

**PURCHASING AWARD RECOMMENDATION**

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

From: Jerome Pilgrim, Director of Purchasing

Date: January 4, 2021

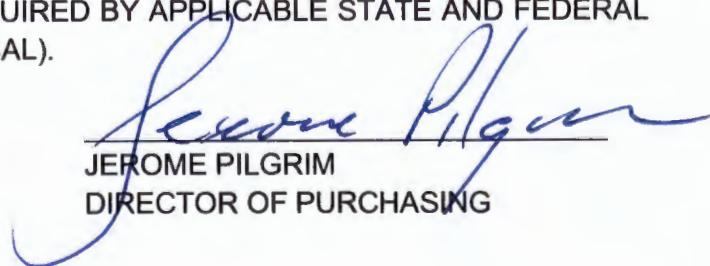
Subject: Recommendation: Award for Renewal of Request for Proposal #18-06-896 Library Book Vendors

Purchasing concurs with the recommendation from the Digital & Learning Resources Department to Renew the Award for RFP #18-06-896 Library Book Vendors. This request is the second of three renewal options.

The following companies have provided materials in accordance with the RFP specifications, scope, pricing and terms of the award. No primary vendor is selected because book prices vary, and it is our practice to solicit quotes from at least three vendors to obtain the lowest price on each order. Each vendor provides unique products that serve to meet the overall needs of the district.

Abdo Publishing	J Appleseed
Bearport Publishing	Bound to Stay Bound
Capstone	Cavendish Square Publishing
Gale a Cengage Learning Company	Central Programs - Gumdrop Books
Children's Plus	Child's World
CBM LLC/Cherry Lake Publishing/Sleeping Bear Press	Enslow Publishing
Facts on File/Infobase Learning	Follett
Garrett Book Company	Grey House Publishing/Salem Press Imprint
Junior Library Guild	Lectorum
Lerner Publishing Group	Mackin
Perma-Bound	Rainbow Book Company
The Rosen Publishing Group	Rourke Educational Media
Sebco	Sommer Associates
World Book	

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

**AWARDED VENDORS RFP #18-06-896**

Abdo Publishing  
J Appleseed  
Bearport Publishing  
Bound to Stay Bound  
Capstone  
Cavendish Square Publishing  
Gale a Cengage Learning Company  
Central Programs - Gumdrop Books  
Children's Plus  
Child's World  
CBM LLC/Cherry Lake Publishing/Sleeping Bear Press  
Enslow Publishing  
Facts on File/Infobase Learning  
Follett  
Garrett Book Company  
Grey House Publishing/Salem Press Imprint  
Junior Library Guild  
Lectorum  
Lerner Publishing Group  
Mackin  
Perma-Bound  
Rainbow Book Company  
The Rosen Publishing Group  
Rourke Educational Media  
Sebco  
Sommer Associates  
World Book

**CONSENT AGENDA ITEM**

1/19/2021

**TOPIC:** Consider Acceptance of Gifts and Donations to the District

**SUBMITTED BY:** Gary Micinski, Chief Financial Officer

**BACKGROUND:** Donations received during the month of December, 2020

**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. 2020-2021 Year-to-Date Donation Totals
2. December 2020 Donations

**DONATIONS & GIFTS**  
**Beginning September 2020 - Ending August 2021**

	2020-2021	2020-2021		2019-2020	2019-2020
Month	Monthly Total	YTD Total		Monthly Total	YTD Total
September	\$29,300.00	\$29,300.00		\$4,483.00	\$4,483.00
October	\$9,203.78	\$38,503.78		\$54,407.04	\$58,890.04
November	\$1,000.00	\$39,503.78		\$550.00	\$59,440.04
December	\$7,500.00	\$47,003.78		\$4,915.55	\$64,355.59
January				\$2,064.50	\$66,420.09
February				\$3,281.60	\$69,701.69
March				\$1,397.41	\$71,099.10
April				\$1,000.00	\$72,099.10
May				\$890.00	\$72,989.10
June				\$0.00	\$72,989.10
July				\$4,200.00	\$77,189.10
August				\$5,000.00	\$82,189.10

## DECEMBER 2020 DONATIONS

<u>SCHOOL / DEPT.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>DEPARTMENTS</u>		
Planning & Research	Full Set of Vernon's Texas Codes and Statutes Annotatyed	\$6,000.00
<u>HIGH SCHOOL</u>		
Irving HS	Monetary donation from Gregory B. Soussloff to Purchase Equipment, Pre-Game Meals for the Boys Basketball Program	\$1,500.00
<b>TOTAL DONATIONS</b>		<b>\$7,500.00</b>

**ACTION ITEM**

1/19/2021

**TOPIC:** Consider Approval of Irving Independent School District's Comprehensive Annual Financial Report for the Fiscal Year Ended August 31, 2020

**SUBMITTED BY:** Gary Micinski/Steven Franks

**BACKGROUND:** The District's Comprehensive Annual Financial Report (CAFR) includes the independent auditors' report on the financial statements, the internal control structure, the Single Audit Report, the federal assistance programs for both the GASB 34 government-wide statements and the general purpose fund financial statements. The Comprehensive Annual Financial Report is required to be received by the Texas Education Agency within 150 days after the end of the fiscal year (January 28, 2021).

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends that the Board approve the CAFR for fiscal year ended August 31, 2020.

**RECOMMENDED BOARD MOTION:** I move the Board approve the CAFR for fiscal year ended August 31, 2020.

Attachment:

1. Memo to Superintendent Hernandez from Gary Micinski, CFO

**Date:** January 19, 2021  
**Memo to:** Magda Hernandez, Superintendent  
**Memo from:** Gary Micinski, Chief Financial Officer  
**Subject:** 2019-2020 Comprehensive Annual Financial Report

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Attached you will find the District's Comprehensive Annual Financial Report (CAFR) which includes the independent auditors' reports on the financial statements, the internal control structure, the Single Audit Reports, the federal assistance programs for both the GASB 34 government-wide statements, and the general purpose fund financial statements. The Comprehensive Annual Financial Report is required to be received by the Texas Education Agency within 150 days after the end of the fiscal year (January 28, 2021).

Based on the 1/7/2021 draft-for-discussion CAFR, the Business Office would like to point out the following financial facts displayed in the 2019 - 2020 Comprehensive Annual Financial Report:

**Significant facts relating to Exhibit A-1 Statement of Net Assets and Exhibit C-1 Balance Sheet Governmental Funds and Notes to the Financial Statement:**

1. Total Capital Assets are \$677,034,710 net of accumulated depreciation. Total capital assets decreased slightly due to additional depreciation.
2. Net Delinquent Property Taxes Receivable are \$3,653,788 for the General Fund and \$930,740 for the Debt Service Fund, which is a total increase of \$118,417 from last year.
3. Accrued wages payable are \$15,592,251 in the General Fund. This represents salaries earned but not paid at fiscal year-end. Last year's accrued wages were \$13,468,052. The increase of \$2,124,199 is attributed to the increase in the number of days worked prior to September 1, 2020 and salary increases in general.
4. The total fund balance for the General Fund at year-end increased \$9,553,750 to \$114,677,864 or approximately 9%. The fund balance is classified as follows:
  - a) Unassigned - The unassigned portion of the fund was \$78,516,748 or 95.6% of the total fund balance. These funds are available for any legal expenditure.
  - b) Assigned – the funds are designated for specific purposes:
    - i) Campus Activity Funds - \$2,192,935 has been collected through fundraisers, donation, etc., by campuses, but not yet expended.

- ii) Tax Increment Financing (TIF) reserves – \$9,965,000 for TIF area projects.
  - iii) Construction Projects - \$5,000,000 designated to account for future construction.
  - iv) Technology - \$8,700,000 designated for future technology.
  - v) Debt Reduction - \$7,500,000 designed for future debt reduction to potentially decrease the debt rate.
  - vi) Other Activities - \$2,000,000.
- c) Nonspendable - this category represents assets (inventory and prepaids) that are not available for appropriation.

**Significant facts relating to Exhibit C-2:**

1. Total General Operating Fund revenues decreased \$23,344,584 to \$332,714,097, or 6.6% due to the ending of the Tax Increment Financing (TIF) program in the prior year and a decrease in enrollment which resulted in a per-student decrease in state funding.
2. Total General Operating Fund expenditures decreased \$5,178,138 to \$316,543,475, or 1.6% due to less construction and payments to TIF.
3. Total General Operating Fund revenues exceeded expenditures by \$16,170,622. With the addition of other financing sources and transfers out, the net change or addition to fund balance was \$9,553,750. The transfers out included transfer of surplus funds to the debt service fund.
4. The General Fund fund-balance to operating expenditures percentage is 36.2% compared to 32.7% last year. The General Fund fund-balance to expenditures & transfers out is 35.5%. The Board's policy states a goal to strive to maintain a minimum of 25% fund balance to expenditures.

**Significant facts relating to Notes to Basic Financial Statements:**

Note 8. - This note provides total outstanding bonds debt as of August 31, 2020, a change from \$449,855,021 at August 31, 2019 to \$414,677,805 as of August 31, 2020. This represents a dollar decrease of \$35,177,216 (7.8%).

**Schedule of Required Responses to School Financial Indicator Rating System of Texas (FIRST) Indicators for the Year Ended August 31, 2020.**

Page 155 details certain indicators in the audit used to rate the District for the Fall 2021 FIRST report. The District passed all indicators.



**ACTION ITEM**  
1/19/2021

**TOPIC:** Consider Approval of Resolution No. 20-21-07 Requesting Governor Abbott to Include Public School District Personnel in the Official Expert Vaccine Allotment Panel's Definition of Frontline Workers

**SUBMITTED BY:** David Bunger, District General Counsel

**BACKGROUND:** The Texas Education Agency has issued multiple guidance documents on the reopening of schools and protecting the health and safety of students, their families, school staff and the community at large. The Irving Independent School District Board of Trustees and Administration are following advice and directives from federal, state and local authorities in responding to the COVID-19 pandemic. There is an immediate need that school district employees be protected while serving their students and communities. Receiving the vaccines as early as possible will assist school districts in the furtherance of delivering services while having access to protections from COVID-19. A designation of frontline status for school district employees will ensure the district's ability to maintain safety while providing a much needed service to their communities.

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the approval of Resolution No. 20-21-07 in support of the request that school district employees in Texas be designated as frontline workers.

**RECOMMENDED BOARD MOTION:** I move the Board approve Resolution No. 20-21-07 in support of the request that school district employees in Texas be designated as frontline workers.

Additional Agenda Sheets Attached:  Yes  No

- Attachments:  
Resolution No. 20-21-07 English Version  
Resolution No. 20-21-07 Spanish Version

**Resolution No. 20-21-07**

**RESOLUTION NO. 20-21-07 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REQUESTING GOVERNOR ABBOTT TO INCLUDE PUBLIC SCHOOL DISTRICT PERSONNEL IN THE OFFICIAL EXPERT VACCINE ALLOTMENT PANEL'S DEFINITION OF FRONTLINE WORKERS**

**WHEREAS**, the Irving Independent School District Board of Trustees (Board) recognizes that the United States Government, the State of Texas and Local Health Authorities have declared a disaster and emergency regarding Coronavirus/COVID-19 (hereafter "COVID-19") and its spread across the State and Nation and continue to extend these declarations;

**WHEREAS**, Public Schools impact millions of students and staff having a profound impact on families while charged with the care, education, nourishment of their students and are an integral part of the health and safety of our communities;

**WHEREAS**, our District has responded to the challenges brought about by the COVID-19 pandemic while conducting the day-to-day operations of our schools and ensuring the efficient delivery of instruction, virtually and in-person;

**WHEREAS**, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community to ensure that the District is fully prepared to most effectively face the challenges resulting from the COVID-19 health emergency;

**WHEREAS**, the State of Texas convened a group of external and internal subject-matter experts as the Expert Vaccine Allocation Panel (EVAP) to develop vaccine allocation recommendations to the Texas Commissioner of Health prioritizing the availability of vaccines to "frontline workers" and vulnerable populations;

**WHEREAS**, district staff at all levels are essential to the day-to-day operations of this district and critical for virtual and in-class instruction; and

**WHEREAS**, the Board requests that Governor Abbott and those appointed to the Expert Vaccine Allocation Panel include School District employees as "frontline workers" for purposes of vaccine allocation.

**IT IS THEREFORE RESOLVED THAT** the Board of Trustees finds a substantial public purpose exists in requesting of the Governor and EVAP that all Public School District personnel be designated **FRONTLINE WORKERS** as that term is defined by EVAP and as essential **FRONTLINE WORKERS** be given appropriate priority in the State wide administration of the COVID-19 vaccine as it becomes available.

**The above Resolution is passed and adopted this 19<sup>th</sup> day of January 2021 by the Irving Independent School District Board of Trustees.**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
David Bunger, General Counsel  
Irving Independent School District

## Resolución No. 20-21-07

### **RESOLUCIÓN NO. 20-21-07 DE LA JUNTA DIRECTIVA DEL DISTRITO ESCOLAR INDEPENDIENTE DE IRVING QUE SOLICITA AL GOBERNADOR ABBOTT QUE INCLUYA AL PERSONAL DEL DISTRITO ESCOLAR PÚBLICO EN EL PANEL OFICIAL DE EXPERTOS DE ASIGNACIÓN DE VACUNAS BAJO LA DEFINICIÓN DE TRABAJADORES DE PRIMERA LÍNEA.**

**CONSIDERANDO QUE**, la Junta de Representantes del Distrito Escolar Independiente de Irving (Junta) reconoce que el Gobierno de los Estados Unidos, el Estado de Texas y las Autoridades Locales de Salud han declarado un desastre de salud y una emergencia con respecto al Coronavirus/COVID-19 (en adelante "COVID-19") y su propagación por todo el Estado y la Nación y continúan extendiendo estas declaraciones;

**CONSIDERANDO QUE**, las Escuelas Públicas impactan a millones de estudiantes y personal que tienen un profundo impacto en las familias mientras se encargan de la atención, educación, alimentación de sus estudiantes y son una parte integral de la salud y seguridad de nuestras comunidades;

**CONSIDERANDO QUE**, nuestro Distrito ha respondido a los desafíos planteados por la pandemia COVID- 19 al tiempo que lleva a cabo las operaciones diarias de nuestras escuelas y garantiza la entrega eficiente de la instrucción, virtual y presencial;

**CONSIDERANDO QUE**, la Junta tiene un interés público sustancial en proteger la salud y la seguridad de sus estudiantes, personal y comunidad para asegurar que el Distrito esté plenamente preparado para enfrentar con mayor eficacia los desafíos resultantes de la emergencia de salud COVID-19;

**CONSIDERANDO QUE**, el Estado de Texas convocó a un grupo de expertos externos e internos en la materia como el Panel De Expertos en Asignación de Vacunas (EVAP, por sus siglas en inglés) para elaborar recomendaciones de asignación de vacunas al Comisionado de Salud de Texas priorizando la disponibilidad de vacunas para "trabajadores de primera línea" y poblaciones vulnerables;

**CONSIDERANDO QUE**, el personal del distrito en todos los niveles es esencial para las operaciones diarias de este distrito y es crítico para la instrucción virtual y en clase; Y

**CONSIDERANDO QUE**, la Junta solicita que el Gobernador Abbott y los designados para el Panel de Expertos en Asignación de Vacunas incluyan a los empleados del Distrito Escolar como "trabajadores de primera línea" para fines específicos de asignación de vacunas.

**POR LO TANTO, SE RESUELVE QUE** la Junta de Representantes encuentra que existe un propósito público sustancial al solicitar al Gobernador y al EVAP que todo el personal del Distrito Escolar Público sea designado como **TRABAJADORES DE PRIMERA LÍNEA** como es definido por la EVAP

y como trabajadores **esenciales de PRIMERA LÍNEA** se les dé la prioridad apropiada en la administración estatal de la vacuna COVID-19 a medida que se pone a disposición.

**La Resolución anterior es aprobada y adoptada este día 19 de enero del 2021 por la Junta de Representantes del Distrito Escolar Independiente de Irving .**

**APROBADO POR:**

**SIENDO TESTIGO:**

\_\_\_\_\_  
Randy Randle, Presidente de la Junta  
Distrito Escolar Independiente de Irving

\_\_\_\_\_  
Pamela Campbell, Secretaria de la Junta  
Distrito Escolar Independiente de Irving

**APROBADO COMO FORMALIDAD  
SOLAMENTE POR:**

\_\_\_\_\_  
David Bunger, Abogado General  
Distrito Escolar Independiente de Irving



**ACTION ITEM**  
1/19/2021

**TOPIC:** Consider approval of Resolution No. 20-21-08

**SUBMITTED BY:** David Bunger, District General Counsel

**BACKGROUND:** On March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak. Later on March 13, 2020, the Governor of Texas declared a state of disaster in Texas due to the spread of COVID-19 in Texas and has been renewed every month. The Texas Education Agency has issued multiple guidance documents on the reopening of schools and protecting the health and safety of students, their families, school staff and the community at large. The Irving Independent School District Board of Trustees and Administration are following advice and directives from federal, state and local authorities in responding to the COVID-19 pandemic. Passed by the US Congress, the Families First Coronavirus Response Act (“FFCRA”) authorized two temporary leave benefits, including expanded FMLA leave entitlement (“Expanded FMLA”) and up to 80 hours of emergency paid sick leave (“EPSL”) for specified reasons related to COVID-19. FFCRA if not extended by Congress, the effects of FFCRA will expire on December 31,2020.

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the approval of Resolution No. 20-21-08 delegating the authority to Approve Extension of Time to Use Emergency Pay Leave for the 2020-2021 School Year Due to Current COVID-19 Pandemic.

**RECOMMENDED BOARD MOTION:** I move the Board approve Resolution No. 20-21-08 Resolution No. 20-21-08 delegating the authority to Approve Extension of Time to Use Emergency Pay Leave for the 2020-2021 School Year Due to Current COVID-19 Pandemic.

Additional Agenda Sheets Attached:  Yes  No

- Attachments:  
Resolution No. 20-21-08 English Version  
Resolution No. 20-21-08 Spanish Version

**RESOLUTION NO. 20-21-08**

**RESOLUTION NO. 20-21-08 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REGARDING EXTENSION OF TIME TO USE EMERGENCY PAID LEAVE FOR THE 2020-2021 SCHOOL YEAR DUE TO CURRENT COVID-19 PANDEMIC.**

**WHEREAS**, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak;

**WHEREAS**, on March 13, 2020, the Governor of Texas declared a state of disaster in Texas due to the spread of COVID-19 in Texas and has been renewed every month;

**WHEREAS**, on April 17, 2020, the Governor of Texas issued an Executive Order to Safely and Strategically Reopen Select Services and Activities in Texas;

**WHEREAS**, on April 27, 2020 the Governor of the State of Texas issued multiple executive orders reopening parts of the economy with limitations and adjusting the reopening plans for the State;

**WHEREAS**, the Texas Education Agency has issued multiple guidance documents on the reopening of schools and protecting the health and safety of students, their families, school staff and the community at large;

**WHEREAS**, the Board and Administration are following advice and directives from federal, state and local authorities in responding to the COVID-19 pandemic;

**WHEREAS**, the Families First Coronavirus Response Act (“FFCRA”) authorized two temporary leave benefits, including expanded FML (Family Medical Leave) entitlement (“Expanded FML”) and up to 80 hours of Emergency Paid Sick Leave (“EPSL”) for specified reasons related to COVID-19;

**WHEREAS**, the entitlements under the FFCRA apply from April 2, 2020 through December 31, 2020;

**WHEREAS**, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and, finds that a need exists to extend until the 2020-2021 school year, the ability of employees to avail themselves of up to 80 hours of EPSL; and

**WHEREAS**, the Board finds that the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

**IT IS THEREFORE RESOLVED BY THE IRVING INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES THAT:**

All the above recitals are adopted as findings of fact and are incorporated into and made a part of this resolution for all purposes. In furtherance of these public purposes, the Board of Trustees makes the following delegations to the Superintendent during the 2020-2021 school year:

1. The authority, since the FFCRA authorization was not extended by Congress, to continue to offer some measure of Employee Emergency Paid Leave (EEPL) from January 1, 2021 through the end of June 30, 2021;
2. The authority to act in place of the Board regarding the development of guidelines related to Employee Emergency Paid Leave (EEPL) to provide employee relief and ensure the continued operation of the District based on its best interest.

**The above Resolution is passed and adopted this 19<sup>th</sup> Day of January 2021 by the Irving Independent School District Board of Trustees.**

**APPROVED:**

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Randy Randle, Board President  
Irving Independent School District

**ATTEST:**

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Pamela Campbell, Board Secretary  
Irving Independent School District

**APPROVED AS TO FORM ONLY:**

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David Bunger  
Irving ISD General Counsel

## **RESOLUCIÓN NO. 20-21-08**

### **RESOLUCIÓN NO. 20-21-08 DE LA JUNTA DIRECTIVA DEL DISTRITO ESCOLAR INDEPENDIENTE DE IRVING CON RESPECTO A LA EXTENSIÓN DEL TIEMPO PARA USAR LA LICENCIA POR ENFERMEDAD DE EMERGENCIA PAGADA PARA EL AÑO ESCOLAR 2020-2021.**

**CONSIDERANDO QUE**, el 13 de marzo del 2020, el Presidente de los Estados Unidos emitió una Proclamación sobre la declaración de una emergencia nacional relativa al brote de la enfermedad por coronavirus novel (COVID-19);

**CONSIDERANDO QUE**, el 13 de marzo del 2020, el Gobernador de Texas declaró un estado de emergencia en el estado debido a la propagación de COVID-19 en Texas y se ha venido renovando cada mes;

**CONSIDERANDO QUE**, el 17 de abril del 2020, el Gobernador de Texas emitió una Orden Ejecutiva para reabrir de forma segura y estratégica servicios y actividades selectos en Texas;

**CONSIDERANDO QUE**, el 27 de abril de 2020, el Gobernador del Estado de Texas emitió múltiples órdenes ejecutivas reabriendo partes de la economía con limitaciones y ajustando los planes de reapertura para el Estado;

**CONSIDERANDO QUE**, la Agencia de Educación de Texas ha publicado múltiples documentos de orientación sobre la reapertura de las escuelas y la protección de la salud y la seguridad de los estudiantes, sus familias, el personal escolar y la comunidad en general;

**CONSIDERANDO QUE**, la Junta y la Administración están siguiendo el asesoramiento y las pautas de las autoridades federales, estatales y locales para responder a la pandemia COVID-19;

**CONSIDERANDO QUE** la Ley de Respuesta de Familias Primero al Coronavirus ("FFCRA", por sus siglas en inglés) autorizó dos beneficios de permiso temporal, incluido el derecho de permiso extendido FML ("FML extendido") y hasta 80 horas de permiso pagado de emergencia por enfermedad ("EPSL", por sus siglas en inglés) por razones específicas relacionadas con COVID-19;

**CONSIDERANDO QUE**, los derechos en virtud de la FFCRA se aplican desde el 2 de abril de 2020 hasta el 31 de diciembre de 2020;

**CONSIDERANDO QUE**, la Junta tiene un interés público sustancial en proteger la salud y la seguridad de sus estudiantes, personal y comunidad y, encuentra que existe la necesidad de extender hasta el año escolar 2020-2021, la capacidad de los empleados para hacer uso de hasta 80 horas de EPSL; y

**CONSIDERANDO QUE**, la Junta considera que los propósitos públicos descritos anteriormente se cumplen haciendo que ciertas delegaciones, como se describe más plenamente en el presente documento, aborden esta situación de emergencia en constante cambio teniendo en cuenta el mejor interés de la salud, la seguridad y el bienestar de sus estudiantes, personal, comunidad y ciudadanía en general.

**POR LO TANTO, SE RESUELVE POR LA JUNTA DE REPRESENTANTES DEL DISTRITO ESCOLAR INDEPENDIENTE DE IRVING QUE:**

Todas las consideraciones anteriores se adoptan como conclusiones de hecho y se incorporan y forman parte de la presente resolución para todos los efectos pertinentes. Con el fin de promover estos propósitos públicos, la Junta Directiva hace las siguientes delegaciones a la Superintendente durante el año escolar 2020-2021:

1. La autoridad, dado que el Congreso no extendió la autorización de la FFCRA, para continuar ofreciendo alguna medida de Permiso Pagado de Emergencia para Empleados (EEPL) desde el 1 de enero de 2021 hasta el 30 de junio de 2021;
2. La autoridad para actuar en lugar de la Junta Directiva con respecto al desarrollo de pautas relacionadas con el Permiso Pagado de Emergencia para Empleados (EEPL) para brindar alivio a los empleados y asegurar la operación continua del Distrito en base a su mejor interés.

**La Resolución anterior es aprobada y adoptada este día 19 de enero del 2021 por la Junta de Representantes del Distrito Escolar Independiente de Irving.**

**APROBADO POR:**

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Randy Randle, presidente de la Junta  
Distrito Escolar Independiente de Irving

**COMO TESTIGO:**

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Pamela Campbell, Secretaria de la Junta  
Distrito Escolar Independiente de Irving

**APROBADO COMO FORMALIDAD SOLAMENTE POR:**

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David Bunger, Abogado General  
Distrito Escolar Independiente de Irving



**ACTION ITEM**  
**01/19/2021**

**TOPIC:** Consider Approval of First Reading of Proposed Revisions to the Local Policies as Applicable Per TASB Updates 115:

**SUBMITTED BY:** David T. Bunger, District General Counsel

**BACKGROUND:** The proposed revisions to the below referenced policies are submitted for Board approval of First Reading. Members of the Superintendent's cabinet have reviewed the policies applicable to their departments and discussed the policies with their staff, prior to submission for First Reading. On December 7, 2020, the Board's Policy Committee reviewed the proposed revisions/amendments to the below identified policies at the request of the Administration. Any revisions noted by the Policy Committee have been incorporated into the proposed documents.

- EI (LOCAL) Academic Achievement
- FB (LOCAL) Equal Education Opportunity
- FD (LOCAL) Admissions
- FEB (LOCAL) Attendance: Attendance Accounting
- FFG (LOCAL) Student Welfare: Child Abuse and neglect
- FFH (LOCAL) Student Welfare: Freedom from Discrimination, Harassment, and Retaliation
- FNG (LOCAL) Student Rights and Responsibilities: Student and Parent Complaints/Grievances

**ADMINISTRATIVE RECOMMENDATION:** The Policy Committee recommends the Board approve the First Reading of the proposed revisions of the above identified policies pursuant to Administration request and place these policies for a First reading and possible adoption at the next board meeting.

**RECOMMENDED BOARD MOTION:** I move the Board approve the First Reading of the following policies attached hereto as Exhibit A:

Additional Agenda Sheets Attached:  Yes  No

Attachment:

- Documents containing all applicable policies are attached.

## AGENDA SHEET

**Meeting Date:**1/6/2021

**Topic:** Consider Approval of First Reading of Proposed Revisions of the Following Policies pursuant to Administration request.

- EI (LOCAL) Academic Achievement
- FB (LOCAL) Equal Education Opportunity
- FD (LOCAL) Admissions
- FEB (LOCAL) Attendance: Attendance Accounting
- FFG (LOCAL) Student Welfare: Child Abuse and neglect
- FFH (LOCAL) Student Welfare: Freedom from Discrimination, Harassment, and Retaliation
- FNG (LOCAL) Student Rights and Responsibilities: Student and Parent Complaints/Grievances

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** EI (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Provisions on partial credit have been updated to reflect revised Administrative Code rules, which changed terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

Your locally developed provisions regarding the award of full credit for a two-semester course are recommended for deletion. This information is more appropriate for inclusion in the student handbook or in other administrative procedures. There is not a requirement that this district practice be addressed in board adopted local policy.

New Administrative Code rules address transition assistance for highly mobile students who are homeless or in substitute care. Because these new rules address similar concepts as the district's current text on late enrollment or withdrawal of migrant or homeless students and to avoid conflict with the new rules, Policy Service recommends deleting this provision from local policy. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures. See also FD (LOCAL) in this update for recommended changes addressing the new Administrative Code rules.

154

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** *Jeannine Porter, Ed.D.*

**Date:** 12/15/2020

**Rationale:**

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading Date: \_\_\_\_\_

Sent to TASB Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: EI (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**1<sup>st</sup> Revision:** David Byrne **Date:** 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**2<sup>nd</sup> Revision:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Policy Committee Review**

155

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

**1<sup>st</sup> Reading:** \_\_\_\_\_

**2<sup>nd</sup> Reading:** \_\_\_\_\_

**Legal Processing**

**Policy Sent to TASB:** \_\_\_\_\_

**Posted to Website:** \_\_\_\_\_

**File Updated:** \_\_\_\_\_

**Policy Notebook Updated:** \_\_\_\_\_

**Certificate of Coursework Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

**Partial Credit**

~~The District shall award full credit (1.0) for a two-semester course when the combined average is 70 or higher. When a student earns a passing grade in only ~~half one semester~~ of a ~~two-semester~~ course and the combined ~~grade for both halves~~ average is lower than 70, the District shall ~~may~~ award the student credit for the ~~half semester~~ with the passing grade. ~~(0.5), in accordance with the District's administrative procedures.~~~~

**Withdrawal or Late Enrollment**

~~A migrant or homeless student who enrolls after the first day of instruction or who withdraws early shall be provided opportunities to achieve mastery of the essential knowledge and skills to meet course requirements. Teachers and counselors shall consider the student's particular circumstances in determining appropriate opportunities, which may include, but are not limited to:~~

- ~~1. Individualized work.~~
- ~~2. Tutorial sessions.~~
- ~~3. Testing to verify mastery of the essential knowledge and skills.~~
- ~~4.1. Early final examinations.~~

156

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of  
Coursework  
Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only half of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FB (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text. Recommended revisions to the text at Superintendent are for consistency with policy style.

158

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** Jeannine Pote, Ed.D.

**Date:** 12/15/20

**Rationale:**

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading Date: \_\_\_\_\_

Sent to TASB Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FB (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: *Dan Bunge* Date: 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Committee Review**

159

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

~~Superintendent~~  
~~Title VI Coordinator~~ The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws, ~~including, without limitation, Title VI, 1964 Civil Rights Act (42 U.S.C. 2000d) and Chapter 106 of the Texas Civil Practice and Remedies Code.~~

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

---

**Note:** The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

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## Section 504

### Committees

The District shall form Section 504 committees as necessary. The ~~ADA~~ Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

### Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

### Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

### Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

### Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

### Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

### Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~retention schedules. [See CPC]

---

**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

---

<b>Title IX Coordinator</b>	The District designates and authorizes the Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]
<b>ADA / Section 504 Coordinator</b>	The District designates and authorizes the ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]
<b>Superintendent</b>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Equal Educational Opportunity</b> General Education	The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]
Additional Services and Supports	If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]  [For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

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<b>Section 504 Committees</b>	The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for
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identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals	If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.
Notice and Consent	The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.
Evaluation and Placement	The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.
Review and Reevaluation Procedure	<p>To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.</p> <p>A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.</p>
Examining Records	A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]
Right to Impartial Hearing	A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is

not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records control schedules. [See CPC]

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FD (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district. See Transition Assistance for recommended text to comply with this local policy requirement.

For the district's provisions that prohibit a private school student's participation in district activities, we recommend a small revision and an additional cross-reference acknowledging statutory limitations to that prohibition.

166

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** Giannini Pore, Ed.D.

**Date:** 12/15/20

**Rationale:**

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading Date: \_\_\_\_\_

Sent to TASB Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FD (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: Don Byr Date: 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Committee Review**

167

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

**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, 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.

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.

<p>Extracurricular Activities</p>	<p>The Superintendent <del>or designee</del> shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.</p>
<p><del>Homeless Students</del></p>	<p><del>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.</del></p>
<p><u>Students Not Enrolled</u></p>	<p>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]</p>
<p><b>Nonresident Student in Grandparent’s After-School Care</b></p>	<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></p>	<p>The Superintendent <del>or designee</del> shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
<p><del>Students Not Enrolled</del></p>	<p><del>Students enrolled in private school, including homeschools, shall not be eligible for concurrent enrollment in District schools nor for participation in curriculum or extracurricular activities.</del></p>
<p><b>“Accredited” Defined</b></p>	<p>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.</p>
<p><b>Grade-Level Placement</b> Accredited Schools</p>	<p>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.</p>
<p>Nonaccredited Schools</p>	<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>

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 credit for subjects and courses taken prior to enrollment.

[See EI]

**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).]

<b>Persons Age 21 and Over</b>	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
<b>Registration Forms</b>	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 <i>Initial Enrollment</i>	At the time of initial registration, 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.  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.
<i>Continued Enrollment</i>	After a student's initial enrollment, the District shall verify residency through the annual registration forms and may investigate stated residency as necessary.
<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.
<b>Minor Living Apart</b> 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.



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 credit for subjects and courses taken prior to enrollment.

[See EI]

**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).]

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FEB (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus’s instructional day. The recommended text assigns to the superintendent the responsibility of designating the district’s official attendance-taking time in policy; it may be designated in district procedures.

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**Department**

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- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** *Jeanne Potts, Ed.D.*      **Date:** 12/15/20

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Submitted to Policy Committee      Date:

Board 1<sup>st</sup> Reading                      Date:

Board 2<sup>nd</sup> Reading                      Date:

Sent to TASB                              Date:

Closed                                        Date:

**Legal Review/Approval**

**Policy: FEB (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: *[Signature]*

Date: 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

**Attendance Accounting System**

The Superintendent shall be responsible for designating the official attendance-taking time during the campus's instructional day and maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative Attendance-Taking Recording Time

The ~~When appropriate, the~~ Superintendent is authorized to ~~shall~~ establish written procedures permitting a campus to record absences ~~in specify~~ an alternative hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. ~~Exceptions may be authorized for an entire campus~~ or for a designated group of students at a campus. The alternative ~~time for recording~~ attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* and administrative regulations.

**Parental Consent to Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Attendance  
Accounting System**

The Superintendent shall be responsible for designating the official attendance-taking time during the campus's instructional day and maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

**Alternative  
Attendance-Taking  
Time**

The Superintendent is authorized to establish written procedures permitting a campus to record absences in an alternative hour from the District's official attendance-taking time or for a designated group of students at a campus. The alternative attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* and administrative regulations.

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

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**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FFG (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 TASB Model Student Handbook has been updated to meet this requirement. The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into this local policy and recommend deletion of the exhibit.

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**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** Giannini Porter, Ed.D.

**Date:** 12/15/20

**Rationale:**

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading Date: \_\_\_\_\_

Sent to TASB Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FFG (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: David Buyer

Date: 12/14/20

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Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

**Program to Address Child Sexual Abuse, Trafficking, and Maltreatment**

The District’s program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

**Training**

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child Abuse and Neglect**

Any person who has cause to believe that a child’s physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child’s physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~  
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG (EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

## Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

## Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#);
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

## Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

### **Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

### **Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

### **Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

<sup>i</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

**Program to Address Child Sexual Abuse, Trafficking, and Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has cause to believe that an adult was a victim of abuse or neglect as a child

and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

### **Restrictions on Reporting**

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

### **Making a Report**

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

### **Confidentiality**

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

<sup>1</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FFH (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LLEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a preponderance of the evidence standard. If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district's policy consultant. The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.
- Provisions on retaliation and false claims have been updated and moved to the end of the policy.

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Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** Jeannie Potts, Ed.D.

**Date:** 12/15/20

**Rationale:**

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

**Legal Review/Approval**

**Policy: FFH (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**1<sup>st</sup> Revision:** *Don Byrne* **Date:** 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**2<sup>nd</sup> Revision:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Policy Committee Review**

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

**1<sup>st</sup> Reading:** \_\_\_\_\_

**2<sup>nd</sup> Reading:** \_\_\_\_\_

**Legal Processing**

**Policy Sent to TASB:** \_\_\_\_\_

**Posted to Website:** \_\_\_\_\_

**File Updated:** \_\_\_\_\_

**Policy Notebook Updated:** \_\_\_\_\_

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, ~~by officers, employees, and students~~ against any student on the basis of race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination ~~of or~~ against a student is defined as ~~conduct directed at~~~~acts, omissions, or programs or activities involving~~ a student ~~on the basis of~~ ~~or students that adversely affect a student due to his or her~~ race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, ~~that adversely affects or denies~~ the student ~~equal educational opportunities~~.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, ~~gender~~, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by [law](#) and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By ~~Students and~~  
Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

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 the other 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.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

**Examples**

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

**Training**

~~The District shall provide a comprehensive education training program for appropriate school personnel.~~

**Retaliation**

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, 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 discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

**Prohibited Conduct**

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this poli~~

	<del>ey, even if the behavior does not rise to the level of unlawful conduct.</del>
<b>Reporting Procedures</b>	
Student Report	Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Employee Report	Any District employee who suspects or receives <b>direct or indirect</b> notice that a student or group of students has or may have experienced prohibited conduct <del>shall have a duty to</del> immediately notify the appropriate District official listed in this policy and take any other steps required by this policy. <del>Failure of an employee to report knowledge of prohibited conduct toward of a student may result in appropriate disciplinary action.</del>  <del>Any District employee who receives information about sexual harassment or sexual abuse of a student, which may be reasonably characterized as known or suspected child abuse or neglect shall make the reports to appropriate authorities, as required by law. [See FFG]</del>  <del>An employee who suspects or knows a student is being sexually harassed by a school employee or by another student shall inform the principal, an immediate supervisor, and Child Protective Services (CPS).</del>
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, <del>the Title VI coordinator,</del> and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, <del>or</del> gender-based harassment, <b>or dating violence</b> , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i> <del><i>Title VI Coordinator</i></del>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws, <del>including, without limitation, Title VI, 1964 Civil Rights Act (42 U.S.C. 2000d); Age Discrimination Act of 1975; and Chapter 106 of the Texas Civil Practice and Remedies Code.</del>

**Alternative Reporting Procedures**

An individual ~~A student~~ shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct 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.~~

Notice to Parents  
~~Notice to Parent~~

The District official or designee shall promptly notify the ~~parents~~ ~~parent~~ of any student alleged to have experienced prohibited conduct by a District employee or ~~another adult~~ ~~a third party~~.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment**

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~ ~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~ ~~proven~~, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action**

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited

	conduct or bullying prior to the completion of the District’s investigation.
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.
<b>District Action</b>	
Prohibited Conduct	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct, <del>including the enforcement of protective orders.</del>
<i>Corrective Action</i>	Examples of corrective action may include a training program for those involved in the <del>report/complaint</del> , a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to

determine if 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 prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

**Bullying**

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

**Improper Conduct**

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

~~Notice to Parents~~

~~Subject to the confidentiality provisions of federal and state law, at the conclusion of the investigation, the parents of the complainant and the parents of the student against whom a complaint has been made shall be informed in writing of the outcome of the investigation and the resolution of the concerns raised.~~

~~False Claims~~

~~A student intentionally filing a false claim, offering false statements, or refusing to cooperate with a District investigation regarding prohibited conduct shall be subject to appropriate discipline.~~

**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 and comply with applicable law.

**Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment—Title IX**

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

**General Response**

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;

- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;

6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, 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 or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding 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 readily available at each campus and the District's administrative offices.

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**Note:** This policy addresses discrimination, harassment, and retaliation against District students. For provisions regarding discrimination, harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by law and this policy.

**Examples**

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LLEGAL)]

**Sexual Harassment  
By an Employee**

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

**By Others**

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

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 the other 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.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

**Examples**

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

**Reporting Procedures**

**Student Report**

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

**Employee Report**

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX Coordinator*

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

*ADA / Section 504 Coordinator*

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

*Superintendent*

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Alternative Reporting Procedures**

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

**Notice to Parents**

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

**Investigation of Reports Other Than Title IX**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment**

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action**

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if 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</p>

areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

*Bullying*

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

*Improper Conduct*

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

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 and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment–Title IX**

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

Title IX Formal  
Complaint Process

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;

10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence	The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.
<b>Retaliation</b>	The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.
Examples	Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.
<b>False Claim</b>	A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.
<b>Records Retention</b>	The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]  [For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]
<b>Access to Policy and Procedures</b>	Information regarding 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 readily available at each campus and the District's administrative offices.

**POLICY ROUTING FORM**

**Date:** 12/14/2020

**Policy:** FNG (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Policy Service has revised the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL) above.

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

208

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** Giannini Potts, Ed.D.

**Date:** 12/15/20

**Rationale:**

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Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                             Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FNG (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: *Don Byr*

Date: 12/14/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

209

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

## 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, ~~or religion~~ 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 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 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 EF.
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.

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.

**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 post-marked 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. A student or parent 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.

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, copies may be presented at 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.

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 refiling 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.

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 at Level One.
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.

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 Two response or, if no response was received, within five days of the Level Two response deadline.

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 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 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 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.

## 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 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 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 EF.
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.

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)]

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

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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.

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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.

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deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked 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.

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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. A student or parent 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.

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	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>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, copies may be presented at 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.</p> <p>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 refiling is within the designated time for filing.</p>
<b>Level One</b>	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none"> <li>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</li> <li>2. With the lowest level administrator who has the authority to remedy the alleged problem.</li> </ol> <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

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 at Level One.
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.

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 Two response or, if no response was received, within five days of the Level Two response deadline.

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 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 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 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.



**ACTION ITEM**  
**01/19/2021**

**TOPIC:** Consider Approval of Second Reading of Proposed Revisions to the Local Policies as Applicable Per TASB Updates 115:

**SUBMITTED BY:** David T. Bunger, District General Counsel

**BACKGROUND:** The proposed revisions to the below referenced policies are submitted for Board approval of Second Reading. Members of the Superintendent's cabinet have reviewed the policies applicable to their departments and discussed the policies with their staff, prior to submission for Second Reading. On December 7, 2020, the Board's Policy Committee reviewed the proposed revisions/amendments to the below identified policies at the request of the Administration. Any revisions noted by the Policy Committee have been incorporated into the proposed documents.

- FFE (LOCAL) Student Welfare – Counseling and Mental Health
- FMF (LOCAL) Student Activities – Contests and Competition
- BF (LOCAL) Board Policies
- CI (LOCAL) School Properties Disposal
- DED (LOCAL) Compensation and Benefits
- DIA (LOCAL) Employee Welfare
- GF (LOCAL) Public Complaints

**ADMINISTRATIVE RECOMMENDATION:** The Policy Committee recommends the Board approve the Second Reading of the proposed revisions of the above identified policies pursuant to Administration request and place these policies for a Second reading and possible adoption at the next board meeting.

**RECOMMENDED BOARD MOTION:** I move the Board approve the Second Reading of the following policies attached hereto as Exhibit A:

Additional Agenda Sheets Attached:  Yes  No

Attachment:

- Documents containing all applicable policies are attached.

## AGENDA SHEET

**Meeting Date:**1/6/2021

**Topic:** Consider Approval of Second Reading of Proposed Revisions of the Following Policies pursuant to Administration request.

- FFE (LOCAL) Student Welfare – Counseling and Mental Health
- FMF (LOCAL) Student Activities – Contests and Competition
- BF (LOCAL) Board Policies
- CI (LOCAL) School Properties Disposal
- DED (LOCAL) Compensation and Benefits
- DIA (LOCAL) Employee Welfare
- GF (LOCAL) Public Complaints

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** FFE (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Deletion of the district's locally developed policy from 2005 on counseling programs is recommended. There is no requirement to have a board adopted policy on this topic.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

228

**Signature:** Jeanne Pate, Ed.D. **Date:** 11/30/20

Submitted to Policy Committee Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading Date: \_\_\_\_\_

Sent to TASB Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FFE (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: \_\_\_\_\_

Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

229

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

STUDENT WELFARE  
STUDENT ASSISTANCE PROGRAMS/COUNSELING

FFE  
(LOCAL)

**Counseling  
Programs**

The District shall provide a structured program of assistance to students experiencing physical, emotional, social, medical, familial, or chemical use problems to the extent that their academic or extracurricular performance is being adversely affected.

The counseling program shall be implemented based on the following principles:

1. The operation of the counseling program shall not alter or replace existing policies or administrative procedures, including the discipline management program.
2. The counseling program is provided for the benefit of all students.
3. The counseling program accepts referrals from school staff, both professional and support, from other students, and from student self-referrals. Students shall be encouraged to seek assistance whenever personal problems interfere with school performance.
4. The school counselor shall act as a liaison between existing school services and outside agencies, including assisting the adjustment of students returning from outside placements or treatment facilities.
5. Whenever timely and possible, the counselor shall work cooperatively with parents or other persons having lawful control of the student to assist in the resolution of student problems. The counselor or other trained person working with the student shall exercise professional judgment in determining when solicitation of parental involvement would be beneficial to the resolution of the problem.
6. The counselor's or other trained person's records pertaining to students' personal problems shall be maintained as confidential. They shall be kept in the sole possession of the maker and shall not be made accessible or revealed to anyone other than a temporary substitute for the person making the record. If these records are knowingly made accessible to or revealed to any person other than a substitute, they shall be considered, from that time on, as "education records" and shall be accessible to the student and/or parent, in accordance with policy FL.

230

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** FMF (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

231

**Signature:** Jeannine Potts, Ed.D.

**Date:** 11/30/20

Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                            Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: FMF (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: Don Buz Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Committee Review**

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

**STUDENT ACTIVITIES  
CONTESTS AND COMPETITION**

**FMF  
(LOCAL)**

**UIL Activities**

State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.

No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]

**Athletic Program**

A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.

Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.

Interschool competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.

**Fine Arts Program**

A well-rounded program of interscholastic fine arts instruction shall be maintained in the District secondary schools. The operation of the total program shall be in accordance with regulations set by the UIL and the Board.

Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the fine arts program as an integral part of the educational program of that school.

**Non-UIL Activities**

Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent, who shall develop the necessary rules and regulations to implement this policy. [See FM]

**Overnight Trips**

Students involved in UIL competition above the UIL-district level that requires an overnight trip may have their expenses paid by the District. [See also FM, FMG]

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** BF (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

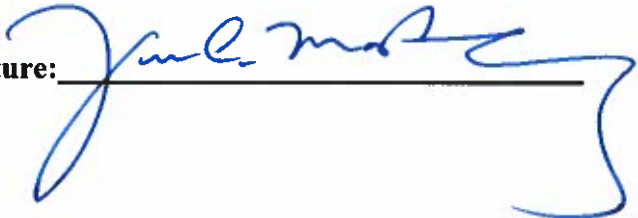
**Rational:**

A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the board. The Legal Issues in Update 115 memo describes common legal concerns and best practices specific to this policy topic.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

234

**Signature:** 

**Date:** Nov. 30 - 2020

Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                            Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: BF (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: *[Signature]*

Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

235

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

236

**Terms**

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

**Harmony with Law**

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

**Severability**

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

**Policy Development**

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

**Official Policy Manual**

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

**Adoption and Amendment**

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

BOARD POLICIES

BF  
(LOCAL)

TASB Localized  
Updates

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

BOARD POLICIES

BF  
(LOCAL)

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

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238

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BOARD POLICIES

BF  
(LOCAL)

TASB Localized  
Updates

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After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** CI (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Add "or designee" to the policy.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

240

**Signature:**  **Date:** Nov. 30 - 2020

Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                             Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: CI (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: *[Signature]*

Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_

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

**Policy Committee Review**

241

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

SCHOOL PROPERTIES DISPOSAL

CI  
(LOCAL)

The Superintendent or designee is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property obtained with federal funds or as federal surplus shall be managed in accordance with federal law.

242

SCHOOL PROPERTIES DISPOSAL

CI  
(LOCAL)

The Superintendent or designee is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property obtained with federal funds or as federal surplus shall be managed in accordance with federal law.

243

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** DED (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

**Rational:**

Recommended revisions to this local policy on vacations and holidays address the board's authorization of these programs, including which employees are eligible for the benefits, and refer to administrative procedures for details to promote consistent application and prevent conflict between policy and administrative procedures. Please confirm that the eligibility information, which was pulled from the district's existing policy, is accurate.

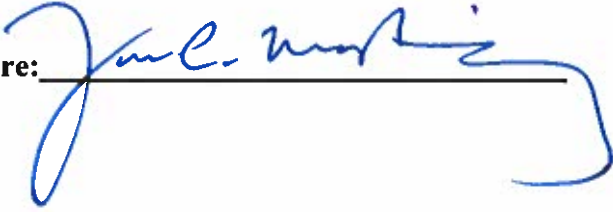
TASB HR Services has a framework to help districts develop administrative procedures on vacation and holiday programs.

The Legal Issues in Update 115 memo describes common legal concerns and best practices specific to this policy topic.

244

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

**Signature:** 

**Date:** Nov. 30 - 2020

- Submitted to Policy Committee    Date: \_\_\_\_\_
- Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_
- Board 2<sup>nd</sup> Reading                      Date: \_\_\_\_\_
- Sent to TASB                              Date: \_\_\_\_\_
- Closed                                      Date: \_\_\_\_\_

**Legal Review/Approval**

**Policy: DED (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: David Buzze Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Committee Review**

245

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

**Vacation Days**

Eligible employees in positions normally requiring 261 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

**Vacations**

~~A District employee who is employed in a 261-day position with one or more years of continuous employment shall be granted ten working days of paid vacation per year. An eligible employee who has completed at least six months but less than one year of employment shall be granted 5/6 of a working day of paid vacation for each month of employment.~~

~~An employee must be employed a minimum of six months before taking vacation days. All earned vacation days must be used within 18 months or shall be lost. Vacation days shall not accumulate beyond 18 months.~~

**Holidays**

Eligible employees in positions normally requiring 261 days of service annually shall receive paid holidays in accordance with the employee's duty schedule and administrative regulations.

[See DEAB for overtime pay provisions.]~~Employees who work 261 days shall observe the holiday schedule as established by the Superintendent.~~

246

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

**Vacation Days**

Eligible employees in positions normally requiring 261 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

**Holidays**

Eligible employees in positions normally requiring 261 days of service annually shall receive paid holidays in accordance with the employee's duty schedule and administrative regulations.

247

[See DEAB for overtime pay provisions.]

**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** DIA (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

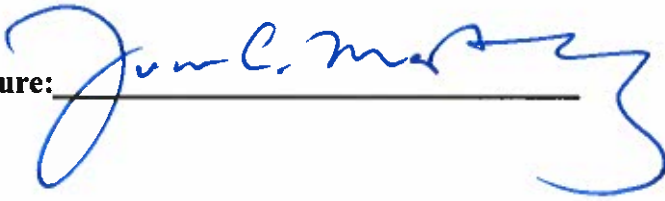
**Rational:**

Recommended revisions to this policy incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

248

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me.

**Signature:** 

**Date:** Nov. 30 - 2020

Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                            Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: DIA (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

1<sup>st</sup> Revision: David Buyer Date: 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

2<sup>nd</sup> Revision: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Committee Review**

249

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

1<sup>st</sup> Reading: \_\_\_\_\_

2<sup>nd</sup> Reading: \_\_\_\_\_

**Legal Processing**

Policy Sent to TASB: \_\_\_\_\_

Posted to Website: \_\_\_\_\_

File Updated: \_\_\_\_\_

Policy Notebook Updated: \_\_\_\_\_

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. For Title IX and other provisions regarding ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions** Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination** The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

250

**Discrimination** Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

**Prohibited Conduct** In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment** Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

**Examples** Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

**Examples**

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication.

**Retaliation**

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

**Prohibited Conduct**

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting Procedures**

AnyAn employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

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DIA  
(LOCAL)

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

**Title IX Coordinator**

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

**ADA / Section 504 Coordinator**

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

**Superintendent**

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ **antidiscrimination** laws.

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**Alternative Reporting Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, ~~reports~~ **Reports** of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

**Notice of Report**

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

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	<p>The District may request, but shall not <del>require</del><del>insist upon</del>, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
<b>Initial Assessment</b>	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if <del>proved</del><del>proven</del>, would constitute prohibited conduct as defined by this policy. If so, the District <del>official</del> shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.</p>
<b>Interim Action</b>	<p>If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.</p>
<b>District Investigation</b>	<p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the <del>campus</del> principal or supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
<b>District Action</b>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p>
<b>Confidentiality</b>	<p>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 and comply with applicable law.</p>

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**Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Response to Sexual Harassment—Title IX**

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

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Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

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(LOCAL)

<b>Examples</b>	Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.
<b>Records Retention</b>	The District shall retain copies of allegations <del>Copies of reports alleging prohibited conduct</del> , investigation reports, and related records regarding any prohibited conduct in accordance with <del>shall be maintained by the</del> District's records control schedules, but <del>District</del> for no less than the minimum amount <del>a period</del> of time required by law. <del>at least three years.</del> [See CPC]  [For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]
<b>Access to Policy and Procedures</b>	Information regarding this <del>This</del> policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's <del>District</del> administrative offices.

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**Note:** This policy addresses discrimination, harassment, and retaliation against District employees. For Title IX and other provisions regarding discrimination, harassment, and retaliation against students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions** Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination** The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

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**Discrimination** Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

**Prohibited Conduct** In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment** Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

**Examples** Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

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practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

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**Examples**

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication.

**Reporting Procedures**

Any employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX  
Coordinator*

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

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<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p>An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
<b>Notice of Report</b>	<p>Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.</p> <p>Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.</p>
<b>Investigation of Reports Other Than Title IX</b>	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.</p> <p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
<b>Initial Assessment</b>	Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.
<b>Interim Action</b>	If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

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(LOCAL)

District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal or supervisor shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.</p>
District Action	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.</p> <p>The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.</p>
Confidentiality	<p>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 and comply with applicable law.</p>
Appeal	<p>A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.</p> <p>The complainant may have a right to file a complaint with appropriate state or federal agencies.</p>
<b>Response to Sexual Harassment—Title IX</b>	<p>For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).</p>
General Response	<p>When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:</p>

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- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal  
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;

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6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

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**Standard of Evidence**

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

**Examples**

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

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**Access to Policy and  
Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

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**POLICY ROUTING FORM**

**Date:** 11/18/2020

**Policy:** GF (LOCAL)

**Type:**  Local  Exhibit  Regulation

**Action:**  New  Review  Amend  Delete

**Source:**  Department  TASB – Annual  TASB Update

**Assigned:**  Academic  Administrative  Business  Schools  Technology

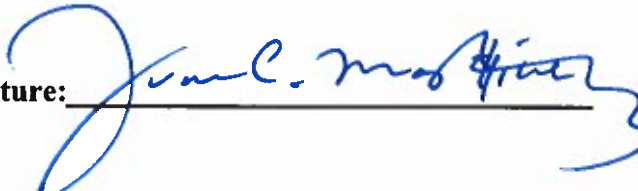
**Rational:**

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

**Department**

- Accept all recommendations
- Accept some recommendations and include some of my own
- Reject all recommendations and make no changes to the policy
- Request assistance in recommending changes
- Not Applicable changes originated with me

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**Signature:** 

**Date:** Nov. 30-2020

Submitted to Policy Committee      Date: \_\_\_\_\_

Board 1<sup>st</sup> Reading                      Date: \_\_\_\_\_

Board 2<sup>nd</sup> Reading                     Date: \_\_\_\_\_

Sent to TASB                             Date: \_\_\_\_\_

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

**Legal Review/Approval**

**Policy: GF (LOCAL)**

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**1<sup>st</sup> Revision:** *[Signature]* **Date:** 11/18/20

\*\*\*\*\*

Approved – Send to Policy Committee

Not Approved – Send back to Department (see attached notes)

**2<sup>nd</sup> Revision:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Policy Committee Review**

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

- Approved
- Approved with Revisions
- Not Approved
- Hold

**Comments:**

**Board Review**

**1<sup>st</sup> Reading:** \_\_\_\_\_

**2<sup>nd</sup> Reading:** \_\_\_\_\_

**Legal Processing**

**Policy Sent to TASB:** \_\_\_\_\_

**Posted to Website:** \_\_\_\_\_

**File Updated:** \_\_\_\_\_

**Policy Notebook Updated:** \_\_\_\_\_

**Complaints**

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

**Other Complaint Processes**

Complaints by members of the public 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 GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

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)]

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**Guiding Principles**

**Informal Process**

The Board encourages the public to discuss concerns with an appropriate 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**

An individual may initiate the formal complaint process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual 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 individual for bringing a concern or complaint.

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, email, 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 e-mail 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.

Filings submitted by fax 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.

Scheduling  
Conferences

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

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Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, or sent by electronic communication to the individual's email address of record, or U.S. Mail to the individual'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 an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual 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. An individual 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.

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 individual, at any point during the complaint process. The individual 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 individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

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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 refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual 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.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two 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 individual 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 individual 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 individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

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 One response or, if no response was received, within ten days of the Level One response deadline.

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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 individual 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 individual at Level One.
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 Superintendent or designee 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 individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual 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 Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

**Level Three**

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

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she 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 Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual 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 Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual 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 administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual 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 individual 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 Three

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presentation. The Level Three presentation, including the presentation by the individual or his or her 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 Two.

**Complaints**

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

**Other Complaint Processes**

Complaints by members of the public 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 GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

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)]

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**Guiding Principles**

**Informal Process**

The Board encourages the public to discuss concerns with an appropriate 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**

An individual may initiate the formal complaint process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual 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 individual for bringing a concern or complaint.

**General Provisions**

**Filing**

Complaint forms and appeal notices may be filed by hand-delivery, email, 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.

	<p>Filings submitted by e-mail 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.</p> <p>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.</p> <p>Filings submitted by fax 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.</p>
Scheduling Conferences	<p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, or sent by electronic communication to the individual's email address of record, or U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"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."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual 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.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual 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.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p>

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PUBLIC COMPLAINTS

GF  
(LOCAL)

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual 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 individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

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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 refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual 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.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two 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 individual 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 individual 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 individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

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 One response or, if no response was received, within ten days of the Level One response deadline.

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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 individual 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 individual at Level One.
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.

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**JANUARY 2021 REPORT FROM DIVISION OF BUSINESS SERVICES**

**TAX OFFICE**

Total Tax Collections for December 2020 are \$51,886,899.

	<b><u>DECEMBER 2020</u></b>	<b><u>YEAR TO DATE</u></b>
Current Year	\$ 51,911,742	\$ 65,832,116
Delinquent	(148,800)	112,262
Penalty & Interest	123,658	463,781
Other	299	708
Total	<u>\$ 51,886,899</u>	<u>\$ 66,408,867</u>

**BUSINESS SERVICES**

Payroll for December 2020 was paid as follows:

	<b><u>GROSS PAY</u></b>	<b><u>BENEFITS</u></b>	<b><u>TOTAL</u></b>
Local Maintenance	\$ 18,945,254	\$ 3,950,206	\$ 22,895,460
Special Revenue	1,932,040	376,443	2,308,483
Total	<u>\$ 20,877,294</u>	<u>\$ 4,326,649</u>	<u>\$ 25,203,943</u>

**INVESTMENT EARNINGS REPORT**

	<b><u>NOVEMBER 2020</u></b>	<b><u>YEAR TO DATE</u></b>
Local Maintenance	\$ 17,993	\$ 64,614
Federal Programs	1,620	8,431
Interest & Sinking	1,757	6,848
Capital Projects	0	0
Internal Service	255	999
Total All Funds	<u>\$ 21,626</u>	<u>\$ 80,893</u>

## MEMO

**TO:** Gary Micinski, CFO  
**FROM:** Cher Elzy, Director Tax Operations  
**SUBJECT:** Monthly Tax Report  
**DATE:** January 16, 2021

Attached for your consideration is the collection activity for the month of December 2020.

Our monthly collections for December reflect (\$148,800) in delinquent collections and \$51,911,743 in current collections and \$123,658 in penalty and interest. Adjustments made (\$1,117,769) in changes to delinquent tax years and \$15,115,259 in changes made to current year. Our current year (2020) reflects a beginning roll of \$182,761,680. Total ending receivable balance for all years is \$138,793,734 for the month of December 2020.

**IRVING INDEPENDENT SCHOOL DISTRICT  
DECEMBER 2020  
TAX COLLECTION REPORT**

**IISD:**

	<u>M-T-D FY 2019-2020</u>	<u>M-T-D FY 2020-2021</u>	<u>Y-T-D FY 2019-2020</u>	<u>Y-T-D FY 2020-2021</u>
Current Year	52,402,295.19	51,911,742.54	66,165,338.17	65,832,116.39
Delinquent	89,327.85	(148,800.40)	241,723.22	112,261.53
Penalty & Interest	55,880.37	123,658.16	288,096.32	463,781.46
Other	107.93	298.97	468.76	708.28
Sub-Total	52,547,611.34	51,886,899.27	66,695,626.47	66,408,867.66

Revenue year-to-date  
compared to prior fiscal year (286,758.81)

**OTHER COLLECTIONS:**

Research Fees	0.00	572.00
Attorney Fees	60,633.49	340,004.36
Court Costs	0.00	0.00
Rendition Penalty	2,593.01	3,726.58

**REFUNDS:**

	82,289.77	81,384.29
Total Collections	52,032,415.54	66,834,554.89

**ACTIVITY SUMMARY:**

	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Collection Percentage Current Year Compared to Prior Year	35.45%	33.27%

**RECEIVABLES YEAR-TO-DATE SUMMARY**

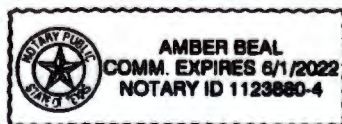
	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	182,761,679.51	7,978,941.94	190,740,621.45
Adjustments	15,115,259.08	(1,117,768.84)	13,997,490.24
Levy Paid	65,832,116.39	112,261.53	65,944,377.92
Ending Balance	132,044,822.20	6,748,911.57	138,793,733.77

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.

*Cherylyn Elzy*  
Cherylyn Elzy Tax Assessor/Collector RTA

Signed and sworn before me this 4<sup>th</sup> day of January, 2021

*Amber Beal*  
Notary Public, State of Texas





## **REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES**

### **Facilities and Operations Department**

A total of 1791 work orders have been completed from December 1, 2020 through December 31, 2020. This includes 1684 corrective work orders and 107 preventive work orders.

### **Document Services**

Laserfiche – In December, we did not process any Record Center requests.

Public Information – In December, 9 requests were opened (2 are still being processed and 7 were completed). During the 2020-2021 school year, we have received 112 requests (105 have been closed and 7 are open for various reasons, including AG rulings).

Student Records – In December, 377 student records requests were received and 319 were completed.

Print Shop – 145 orders were received and 169 were completed; 113 of these jobs included color printing and 44 jobs were black and white print only. We did not have any high-volume jobs.

Mail Center – Processed 7,593 pieces of U.S. mail for total charges of \$4,491.60 and 24 packages for a total of \$313.13.

Work Orders – In December, we closed 38 work orders. We received a total of 5 new requests:

- Deliver Shred Console/Container – Total 1
- Destruction Approval/Shredding – Total 1
- Shred Consoles Emptied – Total 1
- New Transfers to Records Center – Total 1
- Other – Total 1

Processed work orders submitted for the crafts of Document Management, Records Management:

- Document Management – 139 work orders have been completed in FY 2020/2021 with an average completion of 75 days. Document Services completed 14.4%, Building Managers 2.9% and Warehouse 82.7%.
- Records Management – 1,667 work orders have been completed in FY 2020/2021 with an average completion of 7 days. Warehouse completed 100%.

**Maintenance** - The Maintenance Department maintains critical infrastructure in the following areas. Electrical, HVAC, Plumbing, Preventive Maintenance, Fire Safety Equipment, Kitchen Equipment, Elevators, P. A's, Carpentry, Roofing, Painting and Locks and Keys

**The Utilities Section** – The team completed 306 work orders during the month of December. HVAC continues to inspect heat exchanger for cracks. The electrical section continues working on parking lot pole lighting and changed an indoor electrical transformer during the break.

**The Structural Section** – The team completed 108 work orders during the month of December. The section is working at Elliott to refresh the office area after the flood.

**The Grounds Section**– In December, the Grounds Department worked on maintaining each campus continually to achieve a well-maintained district heading into winter. We have been trimming all district trees, cleaning up leaves, and repairing district fences. We worked cooperatively with different departments throughout the month to complete various large projects. All crews exceeded expectations. The small engine shop continued to repair tractors and golf carts to keep our crews productive for the athletic programs. Our vehicle mechanic serviced and repaired numerous vehicles in our 128-vehicle fleet to ensure all vehicles were ready when needed.

**Regulatory Compliance, IPM and Safety**– In December, we continued to inform to all employees the importance of safety to minimize the risk of exposure to Covid-19. We always stress constantly the need to social distance and wear a mask around others to reduce the spread of the virus. We have sent out a power point to each employee in Facilities Services which highlighted the 12 months of Safety. We did this to take the place of the normal monthly safety meeting to continue to try and prevent the spread of Covid-19 going into the holiday season. Environmental Remediation Cleaning was performed at numerous campuses. Facilities continues to inform personnel the high importance of using personal protective equipment while working especially face mask, hand sanitization, and proper social distancing. We continue to train our employees in the SchoolDude work-order system. We have also been treating several wasp nests in-house to better serve the students and staff. We also teamed with building managers, HVAC department, structural department, and health services department to ensure that we are providing the best indoor air quality for our staff and students.

**Operations** – The Operations Department has completed 401 work orders for the month of December. The Operations department has deep cleaned and Electrostatically sprayed all campuses over the holiday break.

## **Warehouse** –

- Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of December 409 total orders pulled and posted in MUNIS, School Dude, and Primero.
- 100% average delivery time in one day.
- Routine Delivery, Warehouse, Surplus, Document Management Work Orders for the month of December is 320 total work orders closed. This includes 166 work orders for Document Services and 154 work orders for Delivery, Warehouse, and Surplus.

The Warehouse supported various campus operations, such as, Hands on Science Center, Food Service & Nutrition, Records Department, Mail Services, Operations Department, CTE Department, Library Services, and Physical Education Department by providing deliveries, pickups, and completing work orders.