

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES
7:00 PM

Irving ISD Board Room
2621 West Airport Freeway
Irving, TX 75062
Monday, June 21, 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. Irving Schools Foundation Annual Report (C. Scanio)
- E. Recognition of MacArthur High School's Architecture, Construction, and Civil Engineering Program (ACE) - SkillsUSA State Winners (I. Little/T. Waddell) 5
- F. Recognition of Irving High School's Graphic Design Programs - SkillsUSA State Winner 2 Bronze Metals. (I. Little/T. Waddell) 6
- G. 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.

- A. Non-Agenda Related Topics
- B. Agenda Related Topics

III. ACTION ITEMS

A.	Consider Approval of Consent Agenda Items	
1.	Consider Approval of Minutes of Special Called Meeting, Tuesday May 11, 2021, Board Work Session on Monday, May 17, 2021 and Regular Board Meeting on Monday, May 17, 2021 (M. Hernandez)	8
2.	Consider Approval of Financial Statement for April 2021 (A.D. Jenkins)	20
3.	Consider Approval of Resolution and Order No. 20-21-12 Authorizing June Amendment to the 2020-2021 Budget (A.D. Jenkins)	45
4.	Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins)	54
5.	Consider Adoption of Resolution 20-21-15 Regarding ESSER funding and updates to Local Policy CB (D. Bunger)	100
6.	Consider Approval of Irving Independent School District Regional Day School Program for the Deaf 2021-2022 Shared Services Arrangement Agreement (C. Jaired)	106
7.	Consider Approval of the Optional Flexible School Day Program at Cardwell Career Preparatory Center (L. Campbell/D. Galindo)	123
8.	Consider Approval of Interlocal Agreement between University of Texas at Arlington and Irving Independent School District for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate Nursing Program (I. Little/K. Beauchamp)	124
9.	Consider Approval of Interlocal Agreement between Texas Woman's University and Irving Independent School District for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate Nursing Program (I. Little/K. Beauchamp)	134
10.	Consider Acceptance of Gifts and Donations to the District (G. Micinski)	149
B.	Consider Approval of Resolution No. 20-21-16 Approving the Purchase of the Irving Family YMCA Property, Located at 2200 West Irving Boulevard, Irving, Texas 75061, in an Amount Not-to-Exceed \$1,895,000.00 for the Purchase Price in Order to Acquire Same, Plus Title, Closing Cost and Fees Described in the Purchase Sales Contract and Delegating Authority to the Superintendent or her Designee to Execute the Purchase Sales Contract and Related Documents as Appropriate. (A. Smith/JC Martinez/J. Pilgrim)	152

C. Consider Approval of Compensation for Retention and Incentive Purposes for the 2021-2022 School Year (JC. Martinez)	186
D. Consider Approval of Second Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB Updates 116: FFA (LOCAL) Student Welfare — Wellness and Health Services, CQB (LOCAL) Technology Resources — Cybersecurity, DCD (LOCAL) Employment Practices — At-Will Employment, DCE (LOCAL) Employment Practices — Other Types of Contracts, FCCA (LOCAL) Wellness and Health Services — Medical Treatment, GKA (LOCAL) Community Relations — Conduct on School Premises (D. Bunger)	188
E. Consider Approval of First and Final Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates: DEC (LOCAL) - Compensation and Benefits - Leave and Absences; DEA (LOCAL) - Compensation and Benefits - Compensation Plan (D. Bunger)	222

IV. OTHER BUSINESS

A. Written Reports

1. Division Reports

a. Business Services	246
• Total Tax Collections	
• Payroll	
• Investment Earnings	
b. Human Resources	
c. Support Services	250
• Monthly Maintenance Work Order Summary Report	

B. Announcements

1. Administration

a. Superintendent Announcement(s)

2. Board of Trustees

a. Individual Trustee Report IISD on Student Activity Event.

V. EXECUTIVE SESSION

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

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

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

- A. Consider Action by the Board Related to Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation
- B. Consider Action by the Board on Purchase, Exchange, Lease or Sale of Real Property
- C. Consider Action Regarding Public Officer(s) or Employee(s) Considered in Executive Session as Authorized by Section 551.074, Texas Government Code

VII. **ADJOURNMENT**



SPECIAL RECOGNITION

June 21, 2021

TOPIC: Recognition of MacArthur High School's Architecture, Construction, and Civil Engineering Program (ACE) Program – SkillsUSA State Winners

SUBMITTED BY: Travis Waddell, Director of Signature Studies and Imelda Little, Executive Director of Academic Support Services

BACKGROUND: Seniors Macie McKee and Serra Marquez are returning State Champions having won at State in 2019 - 2020. This year they were joined by Freshman Grace Marquez and earned the title of State Champions in SkillsUSA Engineering. These young ladies have worked hard over the past year to master their skill sets and take top honors.

SPECIAL RECOGNITION

June 21, 2021

TOPIC: Recognition of Irving High School’s Graphic Design Program – SkillsUSA State Winner 2 Bronze Metals

SUBMITTED BY: Travis Waddell, Director of Signature Studies and Imelda Little, Executive Director of Academic Support Services

BACKGROUND: Jimmy went to state to compete in Arts, Audio Visual Skills USA and came back with 2 bronze metals, one from Screen Printing technical test and the other from Advertising Design technical test. He has earned 1 medal at district and 2 from state to date. Jimmy worked hard over the past year to master his skill sets and take these honors.

CONSENT AGENDA ITEM

6/21/2021

TOPIC: Consider Approval of Minutes of Special Called Meeting on Tuesday May 11, 2021, Board Work Session and Regular Board Meeting on Monday, May 17, 2021.

SUBMITTED BY: Magda Hernandez, Superintendent

BACKGROUND: The Irving Independent School District Board of Trustees held a Special Called Meeting on Tuesday May 11, 2021, Board Work Session and Regular Board Meeting on Monday, May 17, 2021. The minutes of each said meeting are hereby presented to the Board for review and approval.

ADMINISTRATIVE RECOMMENDATION: Special Called Meeting on Tuesday May 11, 2021, Board Work Session and Regular Board Meeting on Monday, May 17, 2021.

RECOMMENDED BOARD MOTION: I move for Board approval of the minutes of the Special Called Meeting on Tuesday May 11, 2021, Board Work Session and Regular Board Meeting on Monday, May 17, 2021.

Additional Agenda Sheets Attached: Yes No

**IRVING INDEPENDENT SCHOOL DISTRICT
SPECIAL CALLED MEETING - BOARD OF TRUSTEES**

**Irving IISD Boardroom
2621 W. Airport Freeway
Irving, Texas, 75062
Tuesday, May 11, 2021
5:30 p.m.**

Call to Order
Special Called
Meeting

The meeting was called to order by President Randy Randle at 5:30 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
Nuzhat Hye, Vice President
PRESENT: Pamela Campbell, Secretary
A.D. Jenkins
Tony Grimes
Michael Kelley
Dr. Rosemary Robbins

ALSO Magda Hernandez, Superintendent
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent
Dr. Jackie Gorena, Chief Learning Officer
Dr. Andre Smith, Chief of Administrative Services
Dr. Nicole Mansell, Chief of Marketing and
Communications
David Bunger, District General Council
Fernando Natividad, Asst. Chief of Finance and Federal
Programs
Alvin McQuarters, Chief Technology and Innovation
Dr. Jeannine Porter, Deputy Superintendent
Katie Gilleland, Director of Human Resources
Jorge Acosta, Executive Director of Human Resources
Lynn Andrews, Special Assistant
Karen Edwards, Executive Assistant

VISITORS: Samira Siddyr
Napria Saniallah
Hanah Hye
Merej Khan
Amaan Khan
Rahela Mallick

Public Comments: None

Motion re Approval
of Resolution and
Order No. 20-21-
10 of the Irving
Independent
School District
Canvassing the
Returns and
Declaring the
Results of the
General Election
Held May 1, 2021
for the Purpose of
Electing One
Member to the
Board of Trustees

Administration recommended approval of Resolution and Order No. 20-21-10 of the Irving Independent School District Canvassing the Returns and Declaring the Results of the General Election as follows: Pamela Campbell, District 3 and Nuzhat Hye, District 4.

Motion was made by Tony Grimes, seconded by Nuzhat Hye, to approve Resolution and Order No. 20-21-10 of the Irving Independent School District canvassing returns and declaring the results of an election of to the Board of Trustees.

of the Irving
Independent
School District in
Single Member
District 3 and 4

Administer Oath of
Office to Newly
Elected Board
Members

David Bunger, District General Council administered the "Oath of Office" to newly elected Board Members.

Election of Board
of Trustees
Officers

Nominations were opened for President of the Board of Trustees.

Michael Kelley nominated Randy Randle, seconded by Tony Grimes.

Motion passed 7-0

Nominations were opened for Vice President.

Tony Grimes nominated A.D. Jenkins -Motion failed 3-4

Pamela Campbell nominated Nuzhat Hye -Motion passed 4-3

Nominations were opened for Secretary.

Nuzhat Hye nominated Pamela Campbell, seconded by Dr. Rosemary Robbins -Motion passed 7-0

There being no further business, the meeting was adjourned at 5:40 p.m.

**IRVING INDEPENDENT SCHOOL
DISTRICT WORK SESSION - BOARD OF
TRUSTEES 5:30 P.M.
2621 W. Airport Freeway, Irving, Texas,
75062 Monday, May 17, 2021**

Call to Order The work session was called to order by President Randy Randle at 5:30 p.m.

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

ALSO
PRESENT: Magda Hernandez Superintendent
 Dr. Juan Carlos Martinez, Deputy Superintendent of
 School Operations
 Dr. Jeannine Porter, Deputy Superintendent of School
 Leadership
 Alvin McQuarters, Chief of Technology and Innovation
 Dr. Jackie Gorena, Chief Learning Officer
 Dr. Andre Smith, Chief of Schools
 Gary Micinski, Chief Financial Officer
 Dr. Nicole Mansell, Chief of Marketing and
 Communications
 Dave Bunger, Staff Attorney
 Dr. Lance Campbell, Assistant Chief of Campus
 Operations
 Curtis Mauricio, Assistant Chief of Secondary Schools
 Fernando Natividad, Assistant Chief of Finance and
 Federal Programs
 Katie Gilleland, Director of Human Resources (West)
 Nika Brunk, Director of Human Resources (East)
 Meritza Webb, Executive Director Risk Management and
 HR Systems
 Gayla Lawrence, Director of Visual Arts
 Paul Erie Alonzo, Athletics
 Don Danford, Athletics
 Brian Rogers, Athletics
 Kelsea Svochak, Athletics
 Joel Donaldson, Athletics
 Dr. Jaretha Jordan, Executive Director of PK-5 Schools
 Jennifer McKee, Director of Early Childhood Programs
 Amy Reyes, Director of Compensation and HR Systems
 Jim Scrivner, Executive Director of Facilities and School
 Support Services
 Dr. Saḡḡy Cravens, PK-12 PE/Health Coordinator
 Dr. Tracey Brown, Director of Guidance, Counseling and

College Readiness
Olga Rosenberger, Director of Food and Nutrition Services
Jerome Pilgrim, Director of Purchasing
Travis Waddell, Director of Signature Studies
Clint Roddy, Executive Director of Athletics
Robin Bayer, Director of Professional Learning
Jorge Acosta, Executive Director of Human Resources
Laure Newell, Hanes Elementary
Dr. Ed Henderson, Hanes Elementary
Natasha Rendon, Brandenburg Elementary
Angela Long, Davis Elementary
Beverly Fornof, Corgan
Susan Smith, Corgan
Geoffrey Harris, UEA
Lynn Andrews, Special Assistant to Deputy Superintendent of School Operations
Karen Edwards, Executive Assistant

VISITORS: None

No public comments.

Receive the 2020-2021 Annual School Health Advisory Council Report

Gayla Lawrence, Director of Performing Arts presented the 2020-2021 Annual School Health Advisory Council Report to the Irving ISD Board of Trustees. An annual update is required by Senate Bill 283. This report details the activities of the School Health Advisory Council during the 2020-2021 school year, as well as meeting dates and support of district initiatives that impact student health and wellness. It also contains a list of SHAC members for the next year.

Receive Updates on Student Scholarships, Awards, and Opportunities

Dr. Tracey Brown, Director of Guidance, Counseling and College Readiness gave a brief presentation on Student Scholarships, Awards and Opportunities. The presentation also included Cost Savings of Dual Enrollment, Advance Placement and Texas Success Initiative Assessment as well as College Career and Military Ready Graduates.

Receive Overview of the 2021-2022 School Year Instructional Plan
Dr. Jackie Gorena presented a report summarizing the Irving Independent School District's Instructional Plan for the 2021-2022 school year. This plan includes method of instruction, learning management system, curriculum, professional learning, Multi-Tiered Systems of Support (MTSS), Social Emotional Learning and Safe Return to school.

Receive Presentation on the Elementary and Secondary School Emergency Relief Fund (ESSER)
Fernando Natividad Assistant Chief of State and Federal Programs presented a summary on the essence of the Elementary and Secondary School Emergency Relief (ESSER) grant. ESSER funds should be used to respond to the pandemic and to address student learning loss as a result of COVID-19. This presentation briefly discussed the timeline, the requirements and some details about the application.

Receive Presentation on Irving ISD Athletic Programs
Clint Roddy Executive Director of Athletics presented a summary of the Achievements from all the sports in Irving ISD. Coach Roddy also acknowledged the recipients who received Athletic Scholarships.

Discuss Items on May 17, 2021 Regular Board Meeting Agenda
Discussion took place on the May 17, 2021 Regular Meeting Agenda matters.

The Work Session adjourned at approximately 7:07 p.m.

**IRVING INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING - BOARD OF TRUSTEES
7:00 P.M.
2621 W. Airport Freeway, Irving, Texas, 75062
Monday, May 17, 2021**

Call to Order
Regular Meeting

The meeting was called to order by President Randy Randle at 7:18 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
PRESENT: Randy Randle, President
Nuzhat Hye, Vice President
Pamela Campbell, Secretary
Tony Grimes
A.D. Jenkins
Michael Kelley
Dr. Rosemary Robbins

ALSO
PRESENT: Magda Hernandez Superintendent
Dr. Juan Carlos Martinez, Deputy Superintendent of
School Operations
Dr. Jeannine Porter, Deputy Superintendent of School
Leadership
Alvin McQuarters, Chief of Technology and Innovation
Dr. Jackie Gorena, Chief Learning Officer
Dr. Andre Smith, Chief of Schools
Gary Micinski, Chief Financial Officer
Dr. Nicole Mansell, Chief of Marketing and
Communications
Dave Bunger, Staff Attorney
Dr. Lance Campbell, Assistant Chief of Campus
Operations
Curtis Mauricio, Assistant Chief of Secondary Schools
Fernando Natividad, Assistant Chief of Finance and
Federal Programs
Katie Gilleland, Director of Human Resources (West)
Nika Brunk, Director of Human Resources (East)
Meritza Webb, Executive Director Risk Management and
HR Systems
Gayla Lawrence, Director of Visual Arts
Paul Erie Alonzo, Athletics
Don Danford, Athletics
Brian Rogers, Athletics
Kelsea Svochak, Athletics
Joel Donaldson, Athletics
Dr. Jaretha Jordan, Executive Director of PK-5 Schools
Jennifer McKee, Director of Early Childhood Programs
Amy Reyes, Director of Compensation and HR Systems
Jim Scrivner, Executive Director of Facilities and School
Support Services
Dr. Sandy Cravens, PK-12 PE/Health Coordinator

Dr. Tracey Brown, Director of Guidance, Counseling and College Readiness
Olga Rosenberger, Director of Food and Nutrition Services
Jerome Pilgrim, Director of Purchasing
Travis Waddell, Director of Signature Studies
Clint Roddy, Executive Director of Athletics
Robin Bayer, Director of Professional Learning
Jorge Acosta, Executive Director of Human Resources
Laure Newell, Hanes Elementary
Dr. Ed Henderson, Hanes Elementary
Natasha Rendon, Brandenburg Elementary
Angela Long, Davis Elementary
Francisco Miranda, Nimitz HS
Natasha Stewart, Bowie MS
Henry Taylor, T Haley EL
Shelley Steele,
Eric Ogle, Lamar MS
Bianca Johnson, Crockett
Lynn Andrews, Special Assistant to Deputy Superintendent of School Operations
Karen Edwards, Executive Assistant

VISITORS:

Juan Sanchez 4119 Tran, Dallas
Roselyn Alvavjo, 1120 Stella
Mdunba Trerese, 4041 N Star
Mike Wesson
Beverly Fornof, Corgan
Susan Smith, Corgan
Geoffrey Harris, UEA
RV Baugus, 310 Manana
Nidia Lopez, 2806 Posey Dr
Delmar Flores, 2806 Posey Dr.
Maylie Flores, 2806 Posey Dr.
Melissa Cordoba
Bella Cordoba
Robert Garcia
Judy Alexander
Nimshu Alexander
Rekha Alexander
Priya Alexander
Shiy Alexander
David Rendon
Jean Claude Kabeya
Antonio Dimas, 917 Tipton
Antonio Dimas Jr. , 917 Tipton
Aracely Dimas, 917 Tipton
Arethzy Dimas, 917 Tipton
Angela Dimas, 917 Tipton
Andres Dimas, 917 Tipton
Patricia Medellin

Invocation lead by RV Baugus, Oak View Baptist Church

The pledges to the flags were led by Trustee Michael Kelley

Recognition of
Teacher of the
Month

Dr. Rosemary Robbins recognized Laura Newell, First Grade Teacher – W.T. Hanes Elementary, as Teacher of the Month.

Recognition of
Employee of the
Month

A.D. Jenkins recognized Juana Izaguirre, Building Manager at Brandenburg Elementary, as Employee of the Month.

Recognition of
Guest Educator of
the Month

Tony Grimes recognized Shelley Steele, as Guest Educator of the Month from J.O. Davis Elementary School.

Special
Recognitions

The Board recognized the following:

- Recognition of Elementary Art Student “Top of TEAM” Winner and Jr. VASE Platinum Award Winners
- Recognition of School of Business Management Program of Study – State Winners
- Recognition of School Law and Public Service Student from Jack E. Singley Academy – State Winner

Public Comment

None

Motion re Consent
Agenda

Motion was made by Nuzhat Hye, seconded by Dr. Rosemary Robbins, the Consent Agenda as follows:

1. Approval of Minutes of Board Work Session on Monday, April 19, 2021, and Regular Board Meeting on Monday, April 19, 2021
2. Approval of Financial Statement for March 2021
3. Approval of Resolution and Order No. 20-21-11 Authorizing May Amendment to the 2020-2021 Budget
4. Approval of Supplements to Irving ISD Tax Rolls
5. Approval of the Amended 2021-2024 AVID Contract
6. Approval of Item No. 2021-27 Approving the Award for Requests for Proposals (RFP) #21-68-883 for the Purchase of Career and Technical Education (CTE) Programs, Services and Instructional Supplies
7. Approval of Item No. 2021-28 Approving the Award of Request for Proposals (RFP) #21-80-916 for the Purchase of Milk and Dairy Products
8. Approval of Item No. 2021-29 Approving the Award of Request for Proposals (RFP) #21-81-916 for the Purchase of Bread Products

9. Approval of Item No. 2021-30 Approving the Renewal of Award of Request for Proposals (RFP) #20-30-914 for the Purchase of Small Kitchen Equipment
10. Approval of Item No. 2021-31 Approving the Renewal of Award of Request for Proposal (RFP) #17-61-914 for the Purchase of Plumbing Services
11. Approval of Item No. 2021-32 Approving the Renewal of Award of Request for Proposals (RFP) #18-47-914 for Waste Collection and Recycling Services
12. Approval of Item No. 2021-33 Approving the Renewal of Award of Request for Qualifications (RFQ) #17-64-739 for the Architectural and Engineering Services
13. Approval of Item No. 2021-34 Delegating Authority to the Superintendent or Her Designee to Approve the Award of a Solicitation for Roof Replacement at the Irving ISD Administration Building and to Execute the Construction Agreement as Necessary
14. Approval of Consulting Services Proposal for Facility Condition Assessment Services
15. Approval of Resolution No. 20-21-14 Approving Investment Officer
16. Acceptance of Gifts and Donations to the District

Motion passed 7-0

Approval of First Reading of Proposed Revisions to the Local Policies as Applicable per Department Updates and TASB Updates 116: FFA (LOCAL) Student Welfare — Wellness and Health Services, CQB (LOCAL) Technology

Administration recommended approval of the First Reading of the Proposed Revisions to the Local Policies.

Motion was made by A.D. Jenkins, seconded by Nuzhat Hye, to approve the First Reading of the Proposed Revisions to the Local Policies.

Motion passed 7-0

Resources —
Cybersecurity,
DCD (LOCAL)
Employment
Practices — At-
Will Employment,
DCE (LOCAL)
Employment
Practices — Other
Types of
Contracts, FCCA
(LOCAL) Wellness
and Health
Services —
Medical
Treatment, GKA
(LOCAL)
Community
Relations —
Conduct on School
Premises

Motion of Approval
for an Increase of
Summer School
Hourly Rates for
All Professional
Support Staff

Administration recommends Approval of the Increase of Summer School Hourly Rates for All Professional Support Staff.

Motion was made by Pamela Campbell, seconded by Tony Grimes, to Approve the Increase of Summer School Hourly Rates for All Professional Staff.

Motion passed 7-0

Motion to Approve
the 2021-2022
Salary Schedules
for Professional
and
Paraprofessional
Staff as well as
Supplemental
Duty/Stipends and
Personnel Budget
Requests

Approval of 2021-2022 Salary Schedules for Professional and Paraprofessional Staff as well as Supplemental Duty/Stipends and Personnel Budget Requests.

Motion was made by Nuzhat Hye, seconded by Michael Kelley, to Approve the 2021-2022 Salary Schedules for Professional and Paraprofessional Staff as well as Supplemental Duty/Stipends and Personnel Budget Requests.

Announcements
Administration

Superintendent Hernandez's announcements included Associate Degree Graduates from Singley Academy through our Early College Start program and Dallas College, Graduation will be May 28th at Globe Life Field, Andrea Keller has been recognized as the K12 Influencer and next week is the last week of school. Thanks to the parents, Trustees and Staff for the Best year.

Announcements

Trustees announced their attendance at district and other events, which

Board included I am Next, TOY, State of the District, Town Hall Meeting, Nimitz High School HVAC, Team of Eight meeting, recognized and thanked Alvin McQuarters, Nimitz softball, Congrats Dr. Mansell and team and Baccalaureate May 23rd.

Recess,
Executive Session The Board recessed at 7:52 p.m. and convened in Executive Session at 8:00 p.m. The Board reconvened in Open Session at 8:36 p.m.

There being no further business, the meeting was adjourned at approximately 8:40 p.m.

CONSENT AGENDA ITEM

6/21/2021

TOPIC: Financial Statements for April 2021

SUBMITTED BY: Gary Micinski, Chief Financial Officer

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

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

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

Attachments:

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

Date: June 21, 2021
To: Gary Micinski, Chief Financial Officer
From: Mahdia Lalee, Director of Business Operations
Subject: Financial Statements for April 2021

General Operating Fund

Revenue:

Total revenue and other sources for the General Operating Fund through April were \$267,262,418 or 78.2% of budget, compared to \$267,721,374 or 78.7% of budget last year, a decrease of \$458,956 or .17%. The decrease in total revenue and other sources was attributed to the following item:

- State revenue including per capita and foundation receipts totaled \$105,562,121 compared to \$115,627,420 last year, a decrease of \$10,065,299 or 8.7%. However, tax collections totaled \$154,911,066 compared to \$144,320,176 last year, an increase of \$10,590,890 or 7.34%.

Expenditures:

Total expenditures and other uses for the General Operating Fund through April were \$213,511,618 or 59.4% of budget, compared to \$204,169,633 or 60% of budget last year, an increase of \$9,341,984 or 4.58%. The increase in total expenditures was attributed to the following item:

- Function 11 – Payroll expenditures were \$126,565,103 or 65.1% of budget, compared to \$117,979,711 or 63.7% of budget last year, an increase of \$8,585,391 or 7.28%. 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 April were \$16,564,734 or 90.2% of budget compared to \$18,074,974 or 73.4% of budget last year, a decrease of \$1,510,240 or 8.36%. The decrease in total revenue was attributed to the following item:

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

Expenditures:

Total expenditures and other uses for the Food Service Fund through April were \$14,497,266 or 68% of budget compared to \$15,364,022 or 54.1% of budget last year which represents a decrease of \$866,756 or 5.64%. The decrease in total expenditures was attributed to the following item:

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

Meals Served thru April – Current & Prior Year Comparison

Breakfast			Lunch			Dinner		
19-20	20-21	Diff (+/-)	19-20	20-21	Diff (+/-)	19-20	20-21	Diff (+/-)
2,462,476	2,045,076	(417,400)	3,106,304	2,366,374	(739,930)	152,515	36,471	(116,044)
		(16.9%)			(23.8%)			(76.1%)

Debt Service Fund

Revenue:

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

Special Revenue Funds

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

Revenue:

Total revenue and other sources for Special Revenue Funds through April were \$14,217,750 compared to \$10,211,504 last year, an increase of \$4,006,246 or 39.23%. The increase is attributed to the additional funding received from the CARES Act.

Expenditures:

Total expenditures and other uses for the Special Revenue Funds through April were \$18,402,287 compared to \$13,527,921 in the prior year which represents an increase of \$4,874,366 or 36%. 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 April 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 April 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 April were \$2,024,738 or 81.7% of budget compared to \$1,169,946 or 78.4% of budget last year which represents an increase of \$854,792 or 73.06%.

- The District has increased its contribution to the unemployment internal service fund to offset the increase in unemployment claims throughout the Summer and Fall of 2020. Unemployment charges for services increased by \$890,020 through April.

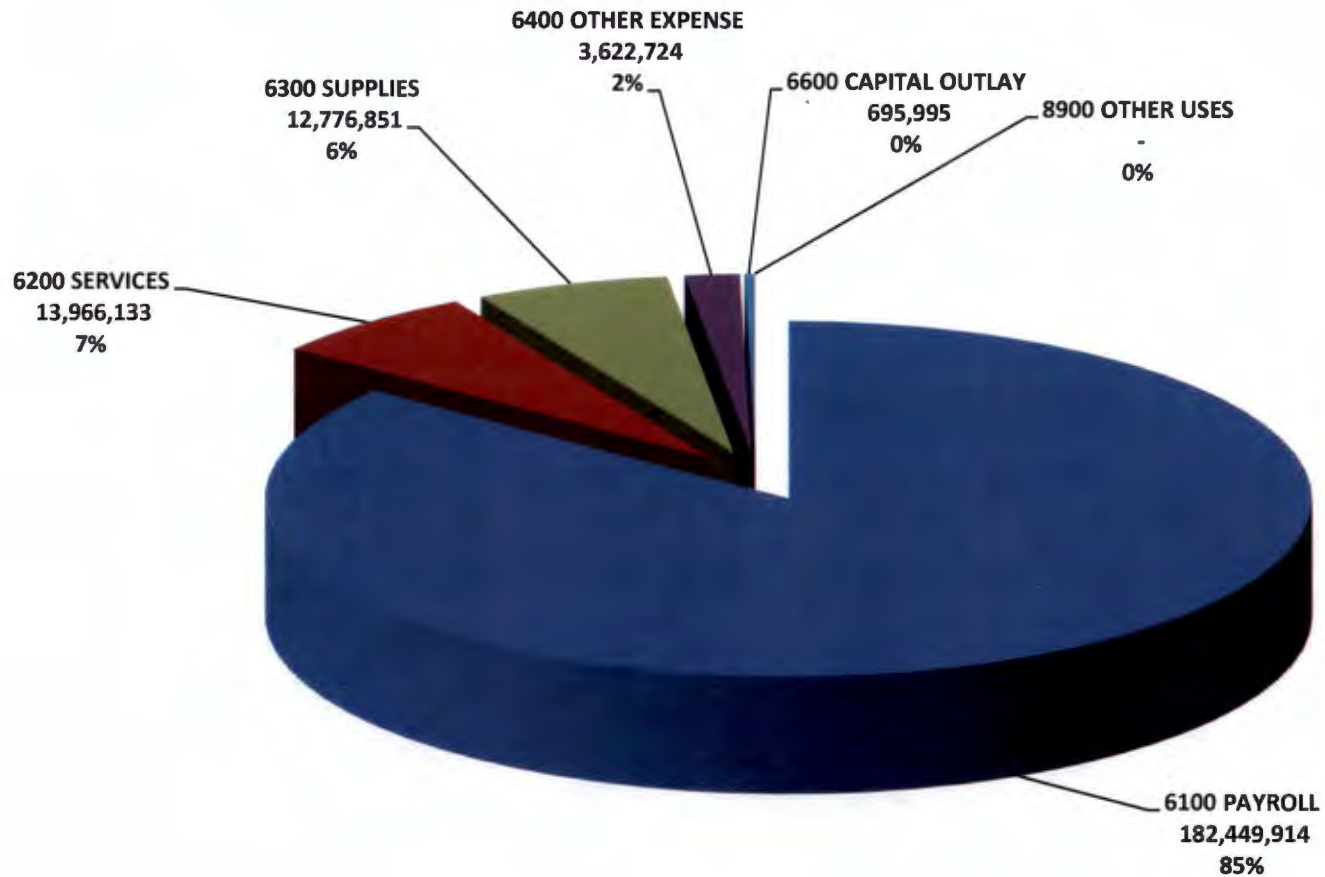
Expenditures:

Total expenditures for the Internal Service Funds through April were \$1,264,465 or 51% of budget, compared to \$753,533 or 30% of budget last year which represents an increase of \$510,932 or 67.8%.

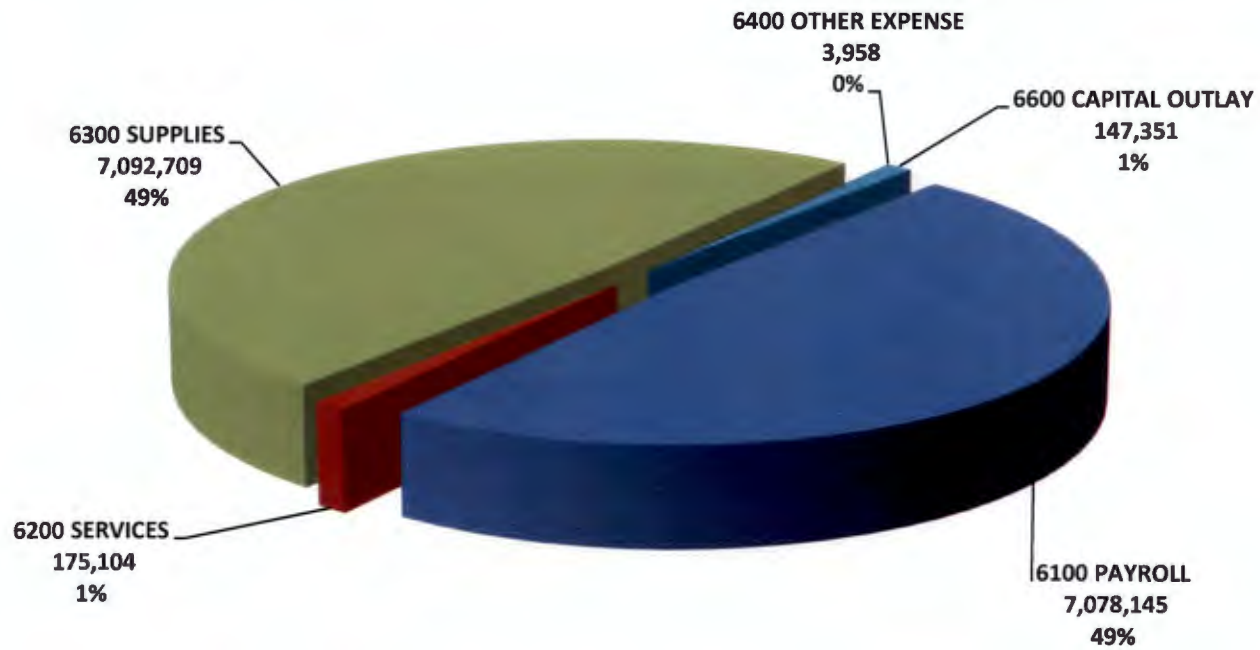
- Workers' compensation claims and other expenses are trending higher based on two high value claims in the current year. Workers' compensation claims and other expenses totaled \$795,190 compared to \$329,825 last year, an increase of \$399,304 or 121.07%.

As of April 30, 2021, total net assets for all the Internal Service Funds were \$1,859,279. However, the Science Refurbishment Center and Print Shop had a negative net asset position.

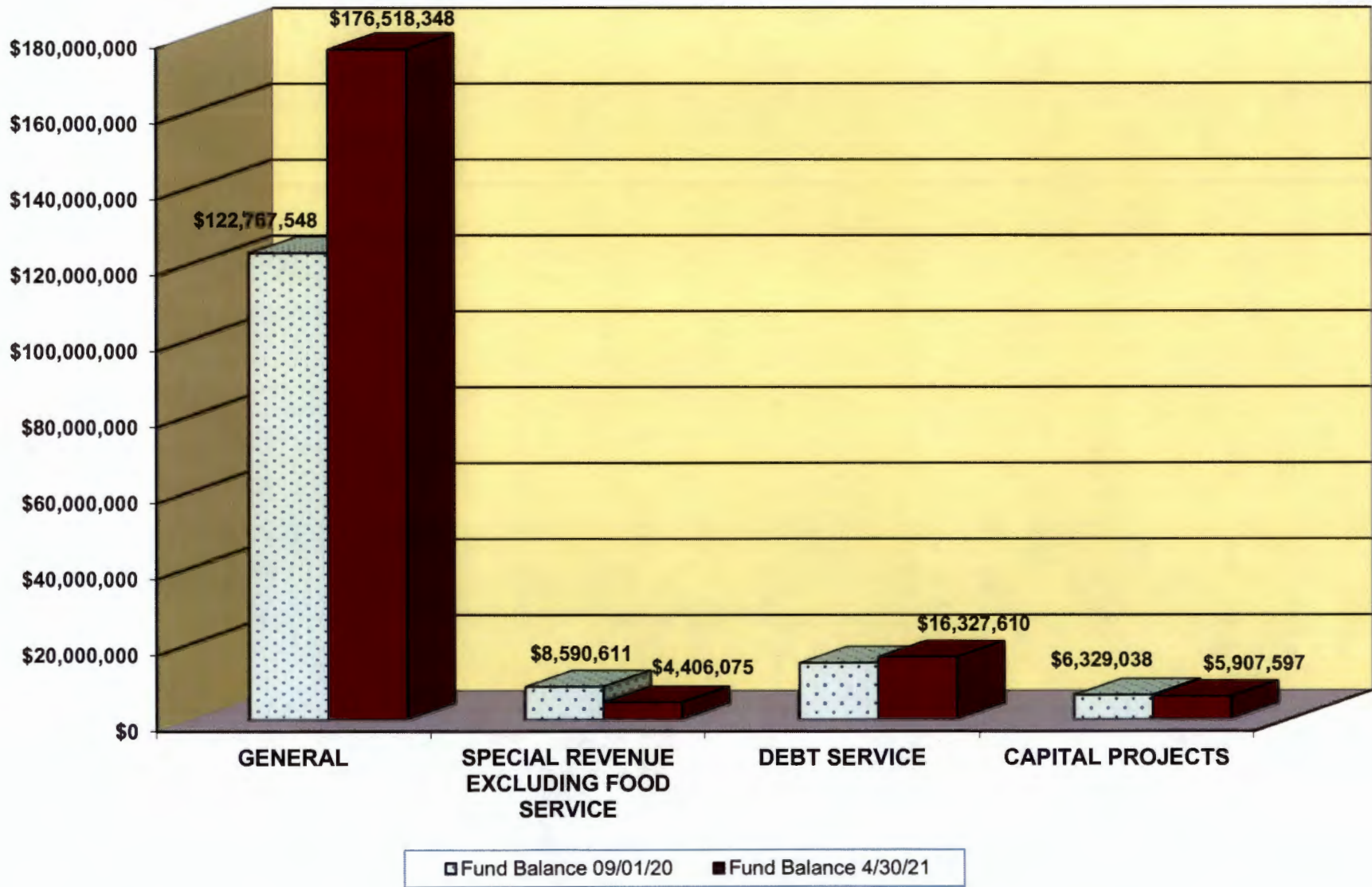
General Operating Fund YTD Actual Expenditures April 30, 2021



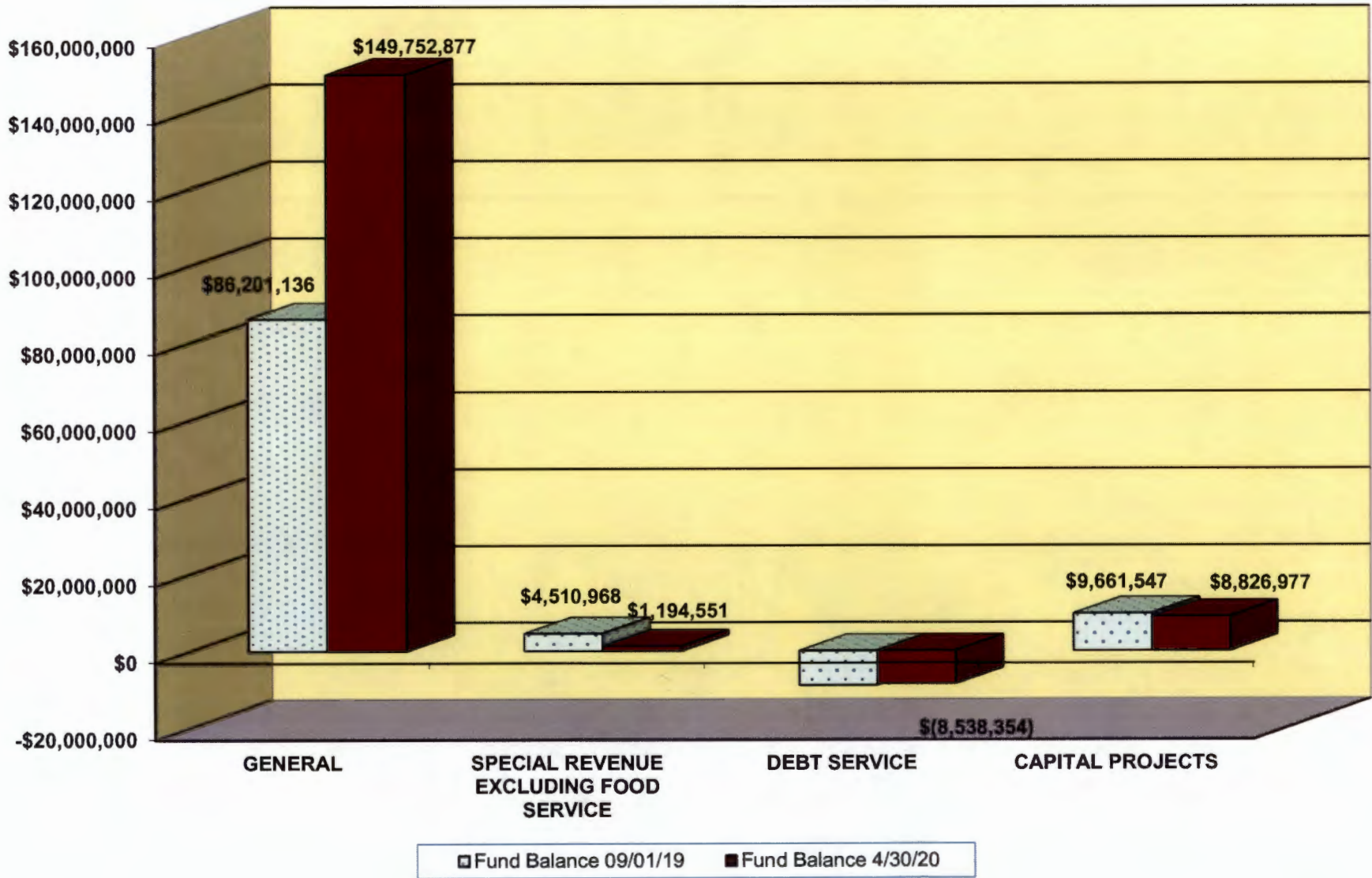
Food Service Fund YTD Actual Expenditures April 30, 2021



Comparative Fund Balances April 30, 2021



Comparative Fund Balances April 30, 2020



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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD	(OVER) UNDER		09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	159,000,000	153,147,306	96.3%	863,577	0.5%	5,852,694	143,312,706	143,016,168	99.8%
5712 DELINQUENT TAXES	296,205	486,941	164.4%	152,696	51.6%	(190,736)	720,164	311,931	43.3%
5719 OTHER TAX RELATED REVENUE	500,000	1,276,818	255.4%	192,662	38.5%	(776,818)	500,000	992,077	198.4%
TOTAL TAXES	159,796,205	154,911,066	96.9%	1,208,934	0.8%	4,885,139	144,532,370	144,320,176	99.9%
5735 SUMMER SCHOOL	-	-	--	-	--	-	50,000	500	1.0%
5738 PARKING FEES	4,500	2,211	49.1%	30	0.7%	2,289	5,000	4,420	88.4%
5739 OTHER TUITION AND FEES	200,000	100,181	50.1%	16,719	8.4%	99,819	350,000	300,343	85.8%
5742 INVESTMENT EARNINGS	500,000	236,593	47.3%	25,089	5.0%	263,407	1,000,000	1,788,900	178.9%
5743 RENTAL OF FACILITIES	70,000	-	0.0%	-	0.0%	70,000	200,000	67,378	33.7%
5744 GIFTS AND BEQUESTS	601,428	26,128	4.3%	3,350	0.6%	575,299	221,576	160,836	72.6%
5745 NET INSURANCE RECOVERY	200,000	121,450	60.7%	-	0.0%	78,550	-	203,664	--
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	253,220	846,840	334.4%	83,414	32.9%	(593,619)	249,184	515,744	207.0%
5752 ATHLETIC	-	120,006	--	6,730	--	(120,006)	261,000	219,302	84.0%
5755 ACTIVITY FUND RECEIPTS	1,987,230	287,683	14.5%	41,173	2.1%	1,699,547	1,589,585	877,679	55.2%
5766 CONCURRENT ENROLLMENT	50,000	45,000	90.0%	-	0.0%	5,000	25,000	79,000	316.0%
5767 IRVING SCHOOL FOUNDATION	-	-	174.5%	-	0.0%	(148,955)	-	-	--
5769 REVENUE FROM INTERMEDIATE	200,000	348,955	52.5%	42,742	1.1%	1,931,332	150,000	215,880	143.9%
TOTAL OTHER LOCAL RESOURCES	4,066,378	2,135,046	52.5%	219,246	5.4%	1,931,332	4,101,345	4,433,647	108.1%
TOTAL LOCAL RESOURCES	163,862,583	157,046,112	95.8%	1,428,180	0.9%	6,816,471	148,634,215	148,753,823	100.1%
STATE RESOURCES:									
5811 PER CAPITA	14,733,689	8,373,893	56.8%	914,447	6.2%	6,359,796	7,894,020	4,252,067	53.9%
5812 FOUNDATION ENTITLEMENTS	142,109,122	86,493,048	60.9%	10,086,003	7.1%	55,616,074	165,627,056	101,030,372	61.0%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	-	--	-	--	-	-	-	--
5831 STATE TRS ON-BEHALF	16,241,033	10,695,180	65.9%	1,270,233	7.8%	5,545,854	12,962,813	10,344,981	79.8%
TOTAL STATE RESOURCES	173,083,844	105,562,121	61.0%	12,270,683	7.1%	67,521,724	186,483,889	115,627,420	62.0%
FEDERAL RESOURCES:									
5929 FEDERAL REVENUE-TEA DISTR.	350,000	427,326	122.1%	12,991	3.7%	(77,326)	350,000	279,592	79.9%
5931 SHARS REIMBURSEMENT	4,138,000	4,017,935	97.1%	78,690	1.9%	120,065	3,800,000	2,618,462	68.9%
5946 BABS SUBSIDY	-	-	--	-	--	-	734,608	193,252	26.3%
5949 ROTC	250,000	183,514	73.4%	47,433	19.0%	66,486	250,000	215,698	86.3%
TOTAL FEDERAL RESOURCES	4,738,000	4,628,776	97.7%	139,114	2.9%	109,224	5,134,608	3,307,004	64.4%
OTHER SOURCES:									
7912 SALE OF FIXED ASSETS	-	25,410	--	-	--	(25,410)	-	33,128	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	-	--	-	--	-	-	-	--
TOTAL OTHER REVENUE SOURCES	-	25,410	--	-	--	(25,410)	-	33,128	--
TOTAL GENERAL OPERATING REVENUE:	341,684,427	267,262,418	78.2%	13,837,977	4.0%	74,422,009	340,252,712	267,721,374	78.7%

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD		(OVER) UNDER	09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION:									
6100 PAYROLL	194,336,180	126,565,103	65.1%	15,699,506	8.1%	67,771,077	185,207,847	117,979,711	63.7%
6200 CONTRACTED SERVICES	2,169,317	922,742	42.5%	40,730	1.9%	1,246,575	2,003,153	1,113,549	55.6%
6300 SUPPLIES	9,493,026	4,637,150	48.8%	295,227	3.1%	4,855,876	13,296,723	3,495,483	26.3%
6400 OTHER EXPENSE	1,362,585	393,251	28.9%	68,097	5.0%	969,333	2,697,594	1,431,967	53.1%
6600 CAPITAL OUTLAY	21,284	8,185	38.5%	5,193	24.4%	13,099	50,255	20,625	41.0%
TOTAL INSTRUCTION	207,382,391	132,526,430	63.9%	16,108,754	7.8%	74,855,960	203,255,573	124,041,335	61.0%
12 LIBRARY:									
6100 PAYROLL	4,552,611	3,010,868	66.1%	369,953	8.1%	1,541,743	4,332,073	3,067,694	70.8%
6200 CONTRACTED SERVICES	103,053	32,656	31.7%	(10,170)	-9.9%	70,397	61,870	32,164	52.0%
6300 SUPPLIES	1,145,449	785,029	68.5%	23,120	2.0%	360,420	1,194,593	685,244	57.4%
6400 OTHER EXPENSE	33,585	9,205	27.4%	553	1.6%	24,380	71,896	20,770	28.9%
6600 CAPITAL OUTLAY	10,000	-	0.0%	-	0.0%	10,000	15,000	-	0.0%
TOTAL LIBRARY	5,844,698	3,837,759	65.7%	383,455	6.6%	2,006,939	5,675,432	3,805,872	67.1%
13 STAFF DEVELOPMENT:									
6100 PAYROLL	3,537,710	2,563,188	72.5%	332,896	9.4%	974,522	3,044,680	2,092,296	68.7%
6200 CONTRACTED SERVICES	436,878	175,573	40.2%	64,463	14.8%	261,305	661,581	365,395	55.2%
6300 SUPPLIES	1,292,752	530,006	41.0%	44,937	3.5%	762,746	1,160,633	907,003	78.1%
6400 OTHER EXPENSE	683,280	307,080	44.9%	16,995	2.5%	376,200	818,689	372,880	45.5%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	68,000	-	0.0%
TOTAL STAFF DEVELOPMENT	5,950,619	3,575,846	60.1%	459,292	7.7%	2,374,773	5,753,583	3,737,573	64.9%
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	5,320,233	3,494,631	65.7%	439,813	8.3%	1,825,602	4,547,350	3,288,391	72.3%
6200 CONTRACTED SERVICES	278,835	102,969	36.9%	7,138	2.6%	175,867	429,707	198,945	46.3%
6300 SUPPLIES	626,112	233,344	37.3%	8,679	1.4%	392,769	322,595	197,072	61.1%
6400 OTHER EXPENSE	343,263	147,400	42.9%	6,808	2.0%	195,863	266,882	154,203	57.8%
6600 CAPITAL OUTLAY	1,500	-	0.0%	-	0.0%	1,500	500	-	0.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	6,569,944	3,978,343	60.6%	462,437	7.0%	2,591,601	5,567,034	3,838,611	69.0%
23 SCHOOL ADMINISTRATION:									
6100 PAYROLL	20,319,512	13,479,831	66.3%	1,665,612	8.2%	6,839,681	20,772,343	13,226,535	63.7%
6200 CONTRACTED SERVICES	125,178	88,800	70.9%	2,756	2.2%	36,378	106,898	69,713	65.2%
6300 SUPPLIES	436,649	268,764	61.6%	28,240	6.5%	167,885	266,961	139,135	52.1%
6400 OTHER EXPENSE	517,893	256,138	49.5%	57,738	11.1%	261,755	317,481	181,170	57.1%
6600 CAPITAL OUTLAY	2,837	-	0.0%	-	0.0%	2,837	-	-	-
TOTAL SCHOOL ADMINISTRATION	21,402,069	14,093,533	65.9%	1,754,345	8.2%	7,308,536	21,463,683	13,616,553	63.4%

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD	(OVER) UNDER		09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
31 COUNSELING SERVICES:									
6100 PAYROLL	14,666,806	9,675,902	66.0%	1,177,101	8.0%	4,990,904	13,816,491	9,523,129	68.9%
6200 CONTRACTED SERVICES	824,987	146,325	17.7%	38,562	4.7%	678,662	1,171,608	617,686	52.7%
6300 SUPPLIES	689,529	479,475	69.5%	12,592	1.8%	210,053	392,903	336,053	85.5%
6400 OTHER EXPENSE	146,075	72,578	49.7%	5,582	3.8%	73,497	95,834	56,130	58.6%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL COUNSELING SERVICES	16,327,397	10,374,281	63.5%	1,233,836	7.6%	5,953,116	15,476,835	10,532,998	68.1%
32 ATTENDANCE SERVICES:									
6100 PAYROLL	1,300,566	861,844	66.3%	104,165	8.0%	438,722	1,581,844	857,872	54.2%
6200 CONTRACTED SERVICES	1,662	3,772	226.9%	511	30.7%	(2,110)	750	3,000	400.0%
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	4,255	2,562	60.2%	653	15.3%	1,693	7,346	3,022	41.1%
TOTAL ATTENDANCE SERVICES	1,306,483	868,178	66.5%	105,329	8.1%	438,306	1,589,940	863,894	54.3%
33 HEALTH SERVICES:									
6100 PAYROLL	3,349,784	2,194,060	65.5%	256,770	7.7%	1,155,724	3,293,863	2,184,856	66.3%
6200 CONTRACTED SERVICES	5,596	2,355	42.1%	38	0.7%	3,241	5,596	2,670	47.7%
6300 SUPPLIES	137,638	113,647	82.6%	7,190	5.2%	23,991	135,925	107,259	78.9%
6400 OTHER EXPENSE	4,530	201	4.4%	-	0.0%	4,329	5,174	3,861	74.6%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL HEALTH SERVICES	3,497,548	2,310,263	66.1%	263,997	7.5%	1,187,285	3,440,558	2,298,646	66.8%
34 PUPIL TRANSPORTATION:									
6100 PAYROLL	130,441	76,540	58.7%	9,487	7.3%	53,901	-	-	--
6200 CONTRACTED SERVICES	10,232,465	4,254,287	41.6%	629,489	6.2%	5,978,178	11,280,459	6,130,485	54.3%
6300 SUPPLIES	835,000	224,479	26.9%	62,479	7.5%	610,521	821,943	393,343	47.9%
6400 OTHER EXPENSE	155,007	23,989	15.5%	(57,601)	-37.2%	131,018	163,397	117,629	72.0%
6600 CAPITAL OUTLAY	400,000	-	0.0%	-	0.0%	400,000	1,100,000	1,051,025	95.5%
TOTAL PUPIL TRANSPORTATION	11,752,913	4,579,295	39.0%	643,855	5.5%	7,173,618	13,365,799	7,692,481	57.6%
35 FOOD SERVICE:									
6100 PAYROLL	546,593	369,888	67.7%	52,863	9.7%	176,705	422,353	362,301	85.8%
6300 SUPPLIES	52,998	51,398	97.0%	-	0.0%	1,600	31,000	-	0.0%
6400 OTHER EXPENSE	213,000	6,343	3.0%	-	0.0%	206,657	220,000	-	0.0%
6600 CAPITAL OUTLAY	7,000	-	0.0%	-	0.0%	7,000	-	-	--
TOTAL FOOD SERVICE	819,591	427,628	52.2%	52,863	6.4%	391,963	673,353	362,301	53.8%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	3,972,571	2,560,693	64.5%	318,617	8.0%	1,411,878	4,130,414	2,558,977	62.0%
6200 CONTRACTED SERVICES	556,647	288,928	51.9%	22,049	4.0%	267,718	449,210	290,957	64.8%
6300 SUPPLIES	647,305	190,140	29.4%	8,376	1.3%	457,164	485,060	186,045	38.4%
6400 OTHER EXPENSE	1,218,460	569,887	46.8%	135,581	11.1%	648,573	1,508,459	902,408	59.8%
6600 CAPITAL OUTLAY	23,621	12,924	54.7%	-	0.0%	10,697	45,124	15,507	34.4%
TOTAL EXTRA-CURRICULAR ACTIVITIES	6,418,604	3,622,573	56.4%	484,622	7.6%	2,796,031	6,618,267	3,953,894	59.7%

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD		BUDGET	ACTUAL	%YTD
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	6,996,466	4,618,641	66.0%	585,407	8.4%	2,377,825	6,300,028	4,253,597	67.5%
6200 CONTRACTED SERVICES	1,151,266	654,617	56.9%	188,808	16.4%	496,649	1,144,356	520,713	45.5%
6300 SUPPLIES	959,433	399,376	41.6%	41,594	4.3%	560,058	829,325	233,506	28.2%
6400 OTHER EXPENSE	940,714	494,815	52.6%	30,799	3.3%	445,899	860,722	507,995	59.0%
6600 CAPITAL OUTLAY	29,474	29,474	100.0%	-	0.0%	-	10,246	-	0.0%
TOTAL GENERAL ADMINISTRATION	10,077,353	6,196,922	61.5%	846,607	8.4%	3,880,431	9,144,677	5,515,811	60.3%
51 MAINTENANCE:									
6100 PAYROLL	15,789,061	9,724,716	61.6%	1,503,872	9.5%	6,064,345	14,131,139	8,868,192	62.8%
6200 CONTRACTED SERVICES	13,454,184	4,214,396	31.3%	711,380	5.3%	9,239,788	9,671,126	4,237,909	43.8%
6300 SUPPLIES	3,762,898	1,612,869	42.9%	226,831	6.0%	2,150,030	2,399,779	1,366,399	56.9%
6400 OTHER EXPENSE	1,263,440	1,292,143	102.3%	9,672	0.8%	(28,702)	1,152,849	1,067,853	92.6%
6600 CAPITAL OUTLAY	246,210	59,879	24.3%	-	0.0%	186,330	258,462	39,194	15.2%
TOTAL MAINTENANCE	34,515,794	16,904,004	49.0%	2,451,755	7.1%	17,611,790	27,613,355	15,579,547	56.4%
52 SECURITY:									
6100 PAYROLL	2,417,842	1,495,675	61.9%	222,045	9.2%	922,167	2,145,072	1,449,338	67.6%
6200 CONTRACTED SERVICES	1,904,831	830,837	43.6%	159,659	8.4%	1,073,994	1,999,727	1,171,696	58.6%
6300 SUPPLIES	289,480	119,903	41.4%	5,351	1.8%	169,576	242,332	65,131	26.9%
6400 OTHER EXPENSE	24,220	16,286	67.2%	534	2.2%	7,934	16,592	12,527	75.5%
6600 CAPITAL OUTLAY	38,100	-	0.0%	-	0.0%	38,100	38,100	-	0.0%
TOTAL SECURITY	4,674,473	2,462,701	52.7%	387,588	8.3%	2,211,772	4,441,823	2,698,693	60.8%
53 DATA PROCESSING:									
6100 PAYROLL	2,296,912	1,524,384	66.4%	187,933	8.2%	772,528	2,248,381	1,543,788	68.7%
6200 CONTRACTED SERVICES	2,316,021	1,618,856	69.9%	160,392	6.9%	697,166	2,364,770	1,427,042	60.3%
6300 SUPPLIES	9,345,767	3,102,389	33.2%	29,462	0.3%	6,243,377	4,112,287	868,168	21.1%
6400 OTHER EXPENSE	48,839	5,050	10.3%	832	1.7%	43,789	62,333	13,533	21.7%
6600 CAPITAL OUTLAY	199,000	179,000	89.9%	-	0.0%	20,000	1,677,193	695,426	41.5%
TOTAL DATA PROCESSING	14,206,539	6,429,680	45.3%	378,619	2.7%	7,776,860	10,464,963	4,547,957	43.5%
61 COMMUNITY SERVICES:									
6100 PAYROLL	362,155	233,951	64.6%	25,876	7.1%	128,204	392,067	235,337	60.0%
6200 CONTRACTED SERVICES	213,809	93,969	43.9%	3,178	1.5%	119,840	363,246	281,049	77.4%
6300 SUPPLIES	49,743	28,882	58.1%	11,495	23.1%	20,861	80,086	23,791	29.7%
6400 OTHER EXPENSE	173,299	25,797	14.9%	6,988	4.0%	147,502	123,532	76,362	61.8%
6600 CAPITAL OUTLAY	5,984	-	0.0%	-	0.0%	5,984	-	-	-
TOTAL COMMUNITY SERVICES	804,989	382,598	47.5%	47,538	5.9%	422,391	958,931	616,538	64.3%

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD	(OVER) UNDER		09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
81 FACILITIES:									
6200 CONTRACTED SERVICES	212,500	75,050	35.3%	-	0.0%	137,450	-	2,250	--
6300 SUPPLIES & MATERIALS	3,500,000	-	0.0%	-	0.0%	3,500,000	-	5,649	--
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	3,364,601	406,533	12.1%	385,938	11.5%	2,958,068	3,870,634	(1,871)	0.0%
TOTAL FACILITIES	7,077,101	481,583	6.8%	385,938	5.5%	6,595,518	3,870,634	6,028	0.2%
95 PAYMENTS TO JJAEP:									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
TOTAL PAYMENTS TO JJAEP	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
97 PAYMENTS TO TIF:									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
TOTAL PAYMENTS TO TIF	-	-	--	-	--	-	-	-	--
99 INTERGOVERNMENTAL CHARGES:									
6200 CONTRACTED SERVICES	625,457	460,002	73.5%	-	0.0%	165,455	625,457	455,544	72.8%
TOTAL INTERGOVERNMENTAL CHARGES	625,457	460,002	73.5%	-	0.0%	165,455	625,457	455,544	72.8%
OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	-	-	--
TOTAL OTHER USES	-	-	--	-	--	-	-	-	--
TOTAL 6000 EXPENDITURES:	359,443,962	213,511,618	59.4%	26,450,832	7.4%	145,932,344	340,189,898	204,169,633	60.0%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(17,759,535)	53,750,800		(12,612,856)			62,814	63,551,741	
BEGINNING FUND BALANCE:	114,677,864	114,677,864					105,124,114	105,124,114	
ENDING FUND BALANCE:	96,918,329	168,428,664					105,186,928	168,675,855	

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD	(OVER) UNDER		09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE SUMMARY:									
LOCAL REVENUE	163,862,583	157,046,112	95.8%	1,428,180	1%	6,816,471	148,634,215	148,753,823	100.1%
STATE REVENUE	173,083,844	105,562,121	61.0%	12,270,683	7%	67,521,724	186,483,889	115,627,420	62.0%
FEDERAL REVENUE	4,738,000	4,628,776	97.7%	139,114	3%	109,224	5,134,608	3,307,004	64.4%
OTHER SOURCES	-	25,410	--	-	--	(25,410)	-	33,128	--
TOTAL OTHER REVENUE SOURCES	341,684,427	267,262,418	78.2%	13,837,977	4%	74,422,009	340,252,712	267,721,374	78.7%
APPROPRIATIONS/EXPENDITURES									
BUDGET CATEGORY SUMMARY:									
6100 PAYROLL	279,895,443	182,449,914	65.2%	22,942,429	8%	97,445,529	266,365,946	171,492,014	64.4%
6200 SERVICES	34,802,685	13,966,133	40.1%	1,331,894	4%	20,836,552	32,529,514	16,926,124	52.0%
6300 SUPPLIES	33,263,778	12,776,851	38.4%	743,091	2%	20,486,928	24,950,200	8,615,935	34.5%
6400 OTHER EXPENSE	7,132,444	3,622,724	50.8%	340,832	5%	3,509,721	8,388,782	4,922,309	58.7%
6600 CAPITAL OUTLAY	4,349,610	695,995	16.0%	391,131	9%	3,653,615	6,033,514	768,881	12.7%
8900 OTHER USES	-	-	--	-	--	-	-	-	--
TOTAL APPROPRIATIONS/EXPENDITURES	359,443,962	213,511,618	59.4%	25,749,377	7%	145,932,344	338,267,955	202,725,265	59.9%

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 4/30/2021			4/21 MTD			09/01/2019 to 4/30/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5742 INVESTMENT EARNINGS	10,000	14,719	147.2%	924	9.2%	(4,719)	250,000	255,727	102.3%
5749 MISCELLANEOUS REVENUE	-	-	0.0%	-	--	-	-	57,295	--
5751 FOOD SERVICES	2,025,000	213,798	10.6%	45,553	2.2%	1,811,202	2,700,000	1,171,781	43.4%
5755 ACTIVITY FUND RECEIPTS	150,000	-	0.0%	-	0.0%	150,000	150,000	-	0.0%
TOTAL LOCAL RESOURCES	2,185,000	228,517	10.5%	46,477	2.1%	1,956,483	3,100,000	1,484,802	47.9%
STATE RESOURCES:									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	101,455	84.5%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	120,000	-	0.0%	-	0.0%	120,000	120,000	101,455	84.5%
FEDERAL RESOURCES:									
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	96,579	2.3%	-	0.0%	4,028,421	5,500,000	4,735,364	86.1%
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	153,327	1.4%	-	0.0%	10,654,318	14,410,193	9,674,091	67.1%
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	-	14,338,611	--	4,453,771	--	(14,338,611)	-	-	--
5939 CACFP SUPPER PROGRAM	150,000	136,949	91.3%	46,464	31.0%	13,051	200,000	556,298	278.1%
TOTAL FEDERAL RESOURCES	16,057,645	16,336,217	101.7%	4,500,236	28.0%	(278,572)	21,410,193	16,488,717	77.0%
TOTAL FOOD SERVICE REVENUE:	18,362,645	16,564,734	90.2%	4,546,713	24.8%	1,797,911	24,630,193	18,074,974	73.4%
EXPENDITURES:									
35 FOOD SERVICE:									
6100 PAYROLL	7,154,914	7,046,915	98.5%	1,063,898	14.9%	107,999	9,299,746	6,767,664	72.8%
6200 CONTRACTED SERVICES	459,426	175,104	38.1%	15,329	3.3%	284,322	532,567	111,185	20.9%
6300 SUPPLIES	10,306,065	7,092,709	68.8%	744,868	7.2%	3,213,356	13,815,203	7,612,837	55.1%
6400 OTHER EXPENSE	64,741	3,958	6.1%	401	0.6%	60,782	98,664	57,327	58.1%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	241,900	87,020	36.0%
FOOD SERVICE EXPENDITURES	17,985,145	14,318,686	79.6%	1,824,497	10.1%	3,666,459	23,988,080	14,636,033	61.0%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	1,600	1,421	88.8%
6400 OTHER EXPENSE	10,000	-	0.0%	-	0.0%	10,000	-	-	--
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
EXTRA-CURRICULAR ACTIVITIES	10,000	-	0.0%	-	0.0%	10,000	1,600	1,421	88.8%
51 MAINTENANCE:									
6100 PAYROLL	249,024	31,230	12.5%	10,012	4.0%	217,794	249,024	55,963	22.5%
6200 CONTRACTED SERVICES	400,976	-	0.0%	-	0.0%	400,976	400,976	-	0.0%
MAINTENANCE EXPENDITURES	650,000	31,230	4.8%	10,012	1.5%	618,770	650,000	55,963	8.6%
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	2,674,744	147,351	5.5%	25,754	1.0%	2,527,393	3,753,613	670,605	17.9%
FACILITIES EXPENDITURES	2,674,744	147,351	5.5%	25,754	1.0%	2,527,393	3,753,613	670,605	--
89 OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
TOTAL 6000 EXPENDITURES:	21,319,889	14,497,266	68.0%	1,860,263	8.7%	6,822,623	28,393,293	15,364,022	54.1%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(2,957,244)	2,067,468		2,686,450			(3,763,100)	2,710,953	
BEGINNING FUND BALANCE:	2,808,299	2,808,299					5,469,225	5,469,225	
ENDING FUND BALANCE:	(148,945)	4,875,767					1,706,125	8,180,178	

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

	CURRENT YEAR					PRIOR YEAR			
	09/01/2020 to 4/30/2021 YTD	%YTD	4/21 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	09/01/2019 to 4/30/2020 YTD	%YTD		
	BUDGET	ACTUAL		ACTUAL		BUDGET	ACTUAL	%YTD	
REVENUE:									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	37,329,600	39,282,859	105.2%	221,510	0.6%	(1,953,259)	36,359,978	38,022,190	104.6%
5712 DELINQUENT TAXES	-	134,523	-	40,416	-	(134,523)	367,272	86,883	23.7%
5719 OTHER TAX RELATED REVENUE	-	253,219	-	47,450	-	(253,219)	100,000	149,806	149.8%
TOTAL TAXES	<u>37,329,600</u>	<u>39,670,601</u>	<u>106.3%</u>	<u>309,376</u>	<u>0.8%</u>	<u>(2,341,001)</u>	<u>36,827,250</u>	<u>38,258,879</u>	<u>103.9%</u>
5742 INVESTMENT EARNINGS	-	12,186	-	510	-	(12,186)	100,000	190,992	191.0%
TOTAL LOCAL RESOURCES	<u>37,329,600</u>	<u>39,682,787</u>	<u>106.3%</u>	<u>309,886</u>	<u>0.8%</u>	<u>(2,353,187)</u>	<u>36,927,250</u>	<u>38,449,871</u>	<u>104.1%</u>
STATE RESOURCES (EDA):									
5829 TEA/NON-FOUNDATION REVENUE	550,008	-	0.0%	-	0.0%	550,008	-	866,182	-
TOTAL STATE RESOURCES	<u>550,008</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>550,008</u>	<u>-</u>	<u>866,182</u>	<u>-</u>
OTHER SOURCES:									
7911 SALE OF BONDS	-	-	-	-	-	-	42,020,000	42,020,000	100.0%
7915 INTERFUND TRANSFERS IN	-	-	-	-	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	-	-	-	-	2,152,914	2,152,914	100.0%
TOTAL OTHER SOURCES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>44,172,914</u>	<u>44,172,914</u>	<u>100.0%</u>
TOTAL REVENUE:	<u>37,879,608</u>	<u>39,682,787</u>	<u>104.8%</u>	<u>309,886</u>	<u>0.8%</u>	<u>(1,803,179)</u>	<u>81,100,164</u>	<u>83,488,968</u>	<u>102.9%</u>
EXPENDITURES:									
71 DEBT SERVICE:									
6500 DEBT SERVICE FEES	45,579,600	38,195,225	83.8%	7,450	0.0%	7,384,375	47,004,682	39,304,556	83.6%
DEBT SERVICE EXPENDITURES	<u>45,579,600</u>	<u>38,195,225</u>	<u>83.8%</u>	<u>7,450</u>	<u>0.0%</u>	<u>7,384,375</u>	<u>47,004,682</u>	<u>39,304,556</u>	<u>83.6%</u>
OTHER USES:									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	43,774,533	43,774,533	100.0%
TOTAL OTHER USES	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>43,774,533</u>	<u>43,774,533</u>	<u>100.0%</u>
TOTAL EXPENDITURES:	<u>45,579,600</u>	<u>38,195,225</u>	<u>83.8%</u>	<u>7,450</u>	<u>0.0%</u>	<u>7,384,375</u>	<u>90,779,215</u>	<u>83,079,088</u>	<u>91.5%</u>
EXCESS (DEFICIENCY)									
REVENUE OVER EXPENDITURES:	(7,699,992)	1,487,562		<u>302,436</u>			(9,679,050)	409,879	
BEGINNING FUND BALANCE:	<u>14,415,440</u>	<u>14,415,440</u>					<u>16,572,259</u>	<u>16,572,259</u>	
ENDING FUND BALANCE:	<u>6,715,448</u>	<u>15,903,002</u>					<u>6,893,209</u>	<u>16,982,138</u>	

**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2020-4/30/2021**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	REVENUE:				
5700	Local and Intermediate Sources	\$ 157,046,112	\$ 277,028	\$ 39,682,787	\$ -
5800	State Program Revenues	105,562,121	1,330,264	-	-
5900	Federal Program Revenues	4,628,776	12,610,459	-	-
5020	Total Revenue:	\$ 267,237,008	14,217,750	39,682,787	-
	EXPENDITURES:				
0010	Instruction and Instructional-Related Services	139,940,035	13,521,819	-	56,041
0020	Instructional and School Leadership	18,071,876	613,286	-	-
0030	Support Services - Student (Pupil)	22,182,216	1,242,474	-	-
0040	Administrative Support Services	6,196,922	36,350	-	-
0050	Support Services - Nonstudent Based	25,796,384	1,766,980	-	(1,017,122)
0060	Community Services	382,598	1,221,378	-	-
0070	Debt Service	-	-	38,195,225	-
0080	Capital Outlay	481,583	-	-	1,382,522
0090	Intergovernmental Charges/JJAEP/TIF	460,002	-	-	-
6030	Total Expenditures:	213,511,618	18,402,287	38,195,225	421,441
	EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:	<u>53,725,390</u>	<u>(4,184,536)</u>	<u>1,487,562</u>	<u>(421,441)</u>
7900	OTHER FINANCING SOURCES:				
	Proceeds from Sale of Fixed Assets	25,410	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	-
7020	Total Other Financing Sources:	<u>25,410</u>	-	-	-
8900	OTHER FINANCING USES:				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	TOTAL OTHER FINANCING SOURCES AND (USES):	<u>25,410</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINA	53,750,800	(4,184,536)	1,487,562	(421,441)
0100	FUND BALANCE - September 1 (Beginning):	<u>122,767,548</u>	<u>8,590,611</u>	<u>14,840,048</u>	<u>6,329,038</u>
3000	FUND BALANCE (DEFICIT) - (Ending):	<u>\$ 176,518,348</u>	<u>\$ 4,406,075</u>	<u>\$ 16,327,610</u>	<u>\$ 5,907,597</u>

IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
 ALL GOVERNMENTAL FUND TYPES
 09/01/2019-4/30/2020

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
REVENUE:					
5700	Local and Intermediate Sources	\$ 148,753,823	\$ 217,316	\$ 38,449,871	\$ -
5800	State Program Revenues	115,627,420	944,309	866,182	-
5900	Federal Program Revenues	3,307,004	9,049,878	-	-
5020	Total Revenue:	\$ 267,688,246	10,211,504	39,316,053	-
EXPENDITURES:					
0010	Instruction and Instructional-Related Services	131,584,781	10,793,475	-	-
0020	Instructional and School Leadership	17,455,164	418,428	-	-
0030	Support Services - Student (Pupil)	25,704,214	1,028,321	-	-
0040	Administrative Support Services	5,515,811	34,909	-	-
0050	Support Services - Nonstudent Based	22,826,196	154,670	-	230,245
0060	Community Services	616,538	1,098,118	-	-
0070	Debt Service	-	-	39,304,556	-
0080	Capital Outlay	6,028	-	-	604,325
0090	Intergovernmental Charges/JJAEP/TIF	460,902	-	-	-
6030	Total Expenditures:	204,169,633	13,527,921	39,304,556	834,570
EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:		<u>63,518,613</u>	<u>(3,316,417)</u>	<u>11,497</u>	<u>(834,570)</u>
OTHER FINANCING SOURCES:					
7900	Proceeds from Sale of Fixed Assets	33,128	-	-	-
	Proceeds from Sale of Bonds	-	-	42,020,000	-
	Premium (Discount) Bonds Payable	-	-	2,152,914	-
	Operating Transfers In	-	-	-	-
	Special Items	-	-	-	-
	Extraordinary Items	-	-	-	-
7020	Total Other Financing Sources:	<u>33,128</u>	<u>-</u>	<u>44,172,914</u>	<u>-</u>
OTHER FINANCING USES:					
8900	Refunding Bonds	-	-	43,774,533	-
	Operating Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>43,774,533</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES AND (USES):		<u>33,128</u>	<u>-</u>	<u>398,382</u>	<u>-</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:	63,551,741	(3,316,417)	409,879	(834,570)
0100	FUND BALANCE - September 1 (Beginning):	<u>86,201,136</u>	<u>4,510,968</u>	<u>(8,948,234)</u>	<u>9,661,547</u>
3000	FUND BALANCE (DEFICIT) - (Ending):	<u>\$ 149,752,877</u>	<u>\$ 1,194,551</u>	<u>\$ (8,538,354)</u>	<u>\$ 8,826,977</u>

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to		%YTD	4/21		(OVER UNDER	09/01/2019 to		%YTD
	4/30/2021	YTD		MTD	ACTUAL		4/30/2020	YTD	
	BUDGET	ACTUAL		ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	
REVENUE:									
LOCAL RESOURCES:									
5739 OTHER TUITION AND FEES	-	-	--	-	--	-	-	-	--
5742 INVESTMENT EARNINGS	1,000.00	1,987.21	198.7%	144	14.4%	(987)	1,000	24,692	2489.2%
5744 GIFTS AND BEQUESTS	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	435,647	198,438	45.6%	-	0.0%	237,209	435,647	249,897	57.4%
5751 FOOD SERVICES	-	-	--	-	--	-	-	-	--
5754 INTERFUND TRANSACTIONS	2,040,368	1,824,313	89.4%	112,180	5.5%	216,055	1,056,000	895,357	84.8%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5799 REVENUE FROM INTERMEDIATE	-	-	--	-	--	-	-	-	--
TOTAL LOCAL RESOURCES	2,477,265	2,024,738	81.7%	112,325	4.5%	452,527	1,492,897	1,169,946	78.4%
OTHER SOURCES:									
7901 SALE OF REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7911 SALE OF BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7915 INTERFUND TRANSFER IN	-	-	--	-	--	-	-	-	--
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	0.0%	-	0.0%	-	-	-	0.0%
7999 OTHER MISC SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL OTHER SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL INTERNAL SERVICE FUNDS REVENUE:	2,477,265	2,024,738	81.7%	112,325	4.5%	452,527	1,492,897	1,169,946	78.4%
EXPENDITURES:									
13 STAFF DEVELOPMENT:									
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	-	-	--	-	--	-	-	-	--
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	225,387	132,914	59.0%	19,392	8.6%	92,474	225,387	130,873	58.1%
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	200,010	91,935	46.0%	1,226	0.6%	108,075	200,010	145,465	72.7%
6400 OTHER EXPENSE	10,500	5,058	48.2%	-	0.0%	5,444	10,500	102	1.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	435,897	229,904	52.7%	20,617	4.7%	205,993	435,897	276,440	63.4%
35 FOOD SERVICE									
6100 PAYROLL COSTS	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES	-	-	--	-	--	-	-	-	--
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER OPERATING COST	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES:	-	-	--	-	--	-	-	-	--
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	177,270	125,580	70.8%	15,598	8.8%	51,690	177,270	109,306	61.7%
6200 CONTRACTED SERVICES	217,356	119,557	55.0%	19,723	9.1%	97,799	189,667	101,141	53.3%
6300 SUPPLIES	59,335	45,679	77.0%	2,855	4.8%	13,657	90,636	56,825	62.7%
6400 OTHER EXPENSE	1,541,440	704,426	45.7%	129,165	8.4%	837,014	1,590,795	172,264	10.8%
TOTAL GENERAL ADMINISTRATION	1,995,401	995,242	49.9%	167,341	8.4%	1,000,159	2,048,368	439,536	21.5%
6911 INTERFUND TRANSFERS OUT	-	-	--	-	--	-	-	-	--
TOTAL OTHER USES	-	-	--	-	--	-	-	-	--
51 MAINTENANCE:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	-	-	--
6400 OTHER OPERATING COST	42,307	39,319	92.9%	-	0.0%	2,988	38,000	37,557	98.8%
TOTAL EXTRA-CURRICULAR ACTIVITIES:	45,967	39,319	--	-	--	6,648	38,000	37,557	--
TOTAL 6000 EXPENDITURES:	2,477,265	1,264,485	51.0%	187,959	7.6%	1,212,800	2,522,265	753,533	29.9%
NET INCOME (LOSS)	-	760,273		(75,634)			(1,029,368)	416,413	
BEGINNING FUND BALANCE:	119,535	1,099,005					(16,950)	1,284,352	
ENDING FUND EQUITY BALANCE:	119,535	1,859,279					(1,046,318)	1,700,765	

**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2020-4/30/2021**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 711	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 876,127	\$ 897,557	\$ 198,195	\$ 50,872	\$ 2,022,751
5020 Total Operating Revenue	-	876,127	897,557	198,195	50,872	2,022,751
OPERATING EXPENSES						
6100 Payroll Costs	-	94,020	31,559	132,914	-	258,493
6200 Professional/Contracted Services	-	63,274	-	-	56,283	119,557
6300 Supplies and Materials	-	31,019	-	91,935	14,660	137,613
6400 Claims, Admin, & Other Expenses	-	606,877	136,868	5,056	-	748,801
6030 Total Operating Expenses	-	795,190	168,428	229,904	70,943	1,264,465
Operating Income (Loss)	-	80,936	729,129	(31,709)	(20,070)	758,286
NON-OPERATING REVENUE						
5742 Interest Income	-	1,987	-	-	-	1,987
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS	\$ -	\$ 82,923	\$ 729,129	\$ (31,709)	\$ (20,070)	\$ 760,273
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,223,156	\$ 45,621	\$ (150,856)	\$ (18,916)	\$ 1,099,005
3000 TOTAL NET ASSETS	\$ -	\$ 1,306,080	\$ 774,750	\$ (182,565)	\$ (38,987)	\$ 1,859,279

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**IRVING INDEPENDENT SCHOOL DISTRICT
 COMBINED STATEMENT OF REVENUE, EXPENSES AND
 CHANGES IN FUND NET ASSETS
 INTERNAL SERVICE FUNDS
 09/01/2019-4/30/2020**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 829,663	\$ 7,537	\$ 244,981	\$ 63,073	\$ 1,145,254
5020 Total Operating Revenue	-	829,663	7,537	244,981	63,073	1,145,254
OPERATING EXPENSES						
6100 Payroll Costs	-	81,978	27,328	130,873		240,179
6200 Professional/Contracted Services		23,739	7,000		70,403	101,141
6300 Supplies and Materials		28,671	-	145,465	28,154	202,290
6400 Claims, Admin, & Other Expenses		195,437	14,383	102		209,923
6030 Total Operating Expenses	-	329,825	48,711	276,440	98,557	753,533
Operating Income (Loss)	-	499,838	(41,174)	(31,458)	(35,484)	391,722
NON-OPERATING REVENUE						
5742 Interest Income	-	24,692	-	-	-	24,692
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS	\$ -	\$ 524,529	\$ (41,174)	\$ (31,458)	\$ (35,484)	\$ 416,413
0100 Total Net Assets - September 1 (Beginning)	\$ 116,013	\$ 982,320	\$ 120,024	\$ 22,825	\$ 43,170	\$ 1,284,352
3000 TOTAL NET ASSETS	\$ 116,013	\$ 1,506,850	\$ 78,849	\$ (8,633)	\$ 7,686	\$ 1,700,765

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CONSOLIDATED BALANCE SHEET FOR GO 2021 8

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	2,269,785.01	12,945,843.20
1151	IMPREST FUNDS	-.89	3,615.06
1153	IMPREST CHANGE FUND	-150.00	3,260.00
1170	LEGACY TEXAS MMA	3,791.11	30,753,864.27
1172	CERTIFICATES OF DEPOSIT	.00	15,070,801.64
1173	AGENCY SECURITIES	.00	18,016,581.15
1175	TEXPOOL	11.36	1,023,411.18
1176	TEXSTAR	83.11	8,936,405.91
1177	LONE STAR POOL	26.09	5,440,292.39
1178	TEXAS CLASS	-14,961,002.03	28,986,140.13
1179	LOGIC	3,783.36	54,111,236.94
1180	LANDING ROCK INVESTORS	2,468.29	10,012,746.20
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	6,202,712.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,548,924.00
1241	DUE FROM STATE	.00	-3,973.29
1251	ACCRUED INTEREST	10,366.24	31,188.19
1262	DUE FROM SPECIAL REVENUE	.00	2,109,552.00
1263	DUE FROM I & S	-1,837.56	316,151.37
1266	DUE FROM INTERNAL SERVICE FUND	.00	83,116.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	-9,813.35	17,008.00
1311	INVENTORIES - GENERAL SUPPLIES	27,304.70	355,150.82
1312	INVENTORIES - SCHOOLDUDE	-2,156.93	236,242.39
1313	POSTAGE	27,356.61	77,280.24
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	3,249.99
1495	PREPAID EXPENSE	.00	7,745.30
	TOTAL ASSETS	-12,629,984.88	192,248,126.83
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	247,095.42	44,333.91
2111	ACCOUNTS PAYABLE	-171,090.61	-325,116.42
2113	TAX REFUNDS/ATTNY'S FEE	-57,266.05	-238,044.10
2114	RETAINAGES	.00	105,347.04
2161	ACCRUED WAGES PAYABLE	.00	-15,592,250.68
2181	DUE TO STATE	338.20	-4,122,598.47
2199	CREDIT CARD SUSPENSION	1,060.63	-36,646.64
2311	DEFERRED REVENUE	-353.97	-3,658,571.08
	TOTAL LIABILITIES	19,783.62	-23,823,546.44
FUND BALANCE			
3411	RESERVE FOR INVENTORIES	.00	-734,766.00
3431	RESERVE FOR PREPAID ITEMS	.00	-68,415.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42

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CONSOLIDATED BALANCE SHEET FOR GO 2021 8

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
FUND BALANCE			
3591	OTHER DESIGNATED FUND BALANCE	.00	-34,120,258.82
3611	FUND BALANCE BEG-OF-YEAR	3,385.00	-80,142,718.74
3612	BUDGET SURPLUS/DEFICIT	4,941,329.56	17,759,535.07
4310	RESERVE FOR ENCUMBRANCES	-1,829,567.98	-7,417,113.18
4311	RESERVE FOR ENCUMBRANCES	1,829,567.98	7,417,113.18
5010	ESTIMATED REVENUE - CO	744,680.42	341,684,426.84
5050	REALIZED REVENUE - CO	-13,845,939.04	-267,262,417.77
6010	APPROPRIATED EXPENDITURES - CO	-5,686,009.98	-359,443,961.91
6050	EXPENDITURES - CO	26,452,755.30	213,511,617.52
	TOTAL FUND BALANCE	12,610,201.26	-168,424,580.39
	TOTAL LIABILITIES + FUND BALANCE	12,629,984.88	-192,248,126.83

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CONSOLIDATED BALANCE SHEET FOR FS 2021 8

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-1,812,103.73	-27,290,132.07
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	.00	5,990.00
1178	TEXAS CLASS	924.15	26,311,523.72
1241	DUE FROM STATE	2,475,793.79	4,747,571.57
1311	INVENTORIES - GENERAL SUPPLIES	.00	251,441.59
	TOTAL ASSETS	664,614.21	4,027,394.81
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	-1,945.26	-5,814.49
2111	ACCOUNTS PAYABLE	-660.83	-2,243.32
2114	RETAINAGES	.00	97,799.98
	TOTAL LIABILITIES	-2,606.09	89,742.17
FUND BALANCE			
3451	RESERVE - FOOD SERVICE	.00	-2,049,668.70
3612	BUDGET SURPLUS/DEFICIT	.00	2,957,243.54
4310	RESERVE FOR ENCUMBRANCES	-137,655.26	-278,795.01
4311	RESERVE FOR ENCUMBRANCES	137,655.26	278,795.01
5010	ESTIMATED REVENUE - CO	.00	18,362,645.00
5050	REALIZED REVENUE - CO	-2,522,271.25	-16,564,734.15
6010	APPROPRIATED EXPENDITURES - CO	.00	-21,319,888.54
6050	EXPENDITURES - CO	1,860,263.13	14,497,265.87
	TOTAL FUND BALANCE	-662,008.12	-4,117,136.98
	TOTAL LIABILITIES + FUND BALANCE	-664,614.21	-4,027,394.81

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

CONSOLIDATED BALANCE SHEET FOR DS 2021 8

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	309,581.04	8,110,421.00
1177	LONE STAR POOL	4.13	861,560.27
1178	TEXAS CLASS	-6,943.97	7,328,425.20
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,773,918.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-843,178.00
	TOTAL ASSETS	302,641.20	17,231,146.47
LIABILITIES			
2171	DUE TO GENERAL FUND	1,837.56	-316,151.37
2184	DUE TO STATE	.00	-81,255.00
2311	DEFERRED REVENUE	.00	-930,740.00
	TOTAL LIABILITIES	1,837.56	-1,328,146.37
FUND BALANCE			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-14,415,438.51
3612	BUDGET SURPLUS/DEFICIT	.00	7,699,992.00
5010	ESTIMATED REVENUE - CO	.00	37,879,608.00
5050	REALIZED REVENUE - CO	-311,928.76	-39,682,786.59
6010	APPROPRIATED EXPENDITURES - CO	.00	-45,579,600.00
6050	EXPENDITURES - CO	7,450.00	38,195,225.00
	TOTAL FUND BALANCE	-304,478.76	-15,903,000.10
	TOTAL LIABILITIES + FUND BALANCE	-302,641.20	-17,231,146.47

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CONSENT AGENDA

06/21/2021

TOPIC: Consider Approval of Resolution and Order No. 20-21-12 Authorizing June Amendment to the 2020-2021 Budget

Revenue & Other Resources	Approved Amended Budget	Proposed Amendments	Amended Budget
General Operating Fund	\$341,684,427	268,645	\$341,953,072
Food Service Fund	18,362,645	-	\$18,362,645
Debt Service Fund	37,879,608	-	\$37,879,608
Total Revenue & Other Sources	\$397,926,680	\$ 268,645	\$ 398,195,325
Appropriations & Other Uses			
General Operating Fund	\$ 359,443,962	\$ 600,434	\$360,044,396
Food Service Fund	21,319,889	-	21,319,889
Debt Service Fund	45,579,600	-	45,579,600
Total Appropriations & Other Uses	\$ 426,343,450	\$ 600,434	\$426,943,885

SUBMITTED BY: Gary Micinski and Mahdia Lalee

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

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approving Resolution and Order No. 20-21-12 increasing the District's total budgeted revenue to \$398,195,325 and increasing total appropriations to \$426,943,885.

RECOMMENDED BOARD MOTION: I move the Board approve Resolution and Order No. 20-21-12.

ATTACHMENTS:

1. Memo from Mahdia Lalee to Gary Micinski
2. Resolution and Order No. 20-21-12

Date: June 21, 2021
 To: Gary Micinski, Chief Financial Officer
 From: Mahdia Lalee, Director of Business Operations
 Subject: June Amendment to the 2020-2021 Budget

General Operating Fund

Total budgeted revenue to increase by \$268,645 dollars and total budgeted appropriations and other uses increase by \$600,434 which is summarized as follows:

Revenue:

➤ Increase to campus activity funds			
5744 – Gifts and Bequest	3,000		
5755 – Activity Fund Receipt	14,645		17,645
➤ Increase to budget for Technology Learning Grant			
5749 – MISC Revenue	251,000		251,000
			<u>\$ 268,645</u>

Appropriations:

➤ Increases (decreases) to campus activity funds (from campus fund balance) to reflect increase in fund balance:			
Function 11 – Instruction	10,352		
Function 13 – Staff Development	130		
Function 23 – School Administration	12,907		
Function 31 – Guidance and Counseling	66		
Function 36 – Extra-Curricular Activities	(5,810)		17,645
➤ Increases (decreases) to budget for other transfers:			
Function 11 – Instruction	(324,085)		
Function 12 – Library	(10,116)		
Function 13 – Staff Development	(155,585)		
Function 21 – Instructional Administration	310,827		
Function 23 – School Administration	114,662		
Function 31 – Guidance and Counseling	3,075		
Function 33 – Health Services	(326)		
Function 36 – Extra-Curricular Activities	16,745		
Function 41 – General Administration	(16,059)		
Function 51 – Maintenance and Operation	33,989		
Function 52 – Security and Monitoring	3,490		
Function 61 – Community Services	23,383		0

<ul style="list-style-type: none"> ➤ Increase to budget for Facility Condition Assessment Consulting Services <ul style="list-style-type: none"> Function 81 – Facilities Acquisition and Construction 	425,000	425,000
<ul style="list-style-type: none"> ➤ Increase to budget for Technology Learning Grant <ul style="list-style-type: none"> Function 11 – Instruction 	120,321	120,321
<ul style="list-style-type: none"> ➤ Increase to budget for Teacher Incentive Allotment <ul style="list-style-type: none"> Function 11 – Instruction Function 13 – Staff Development 	33,721 3,747	37,468
		\$ 600,434

Food Service Fund and Debt Service Fund

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

AGENDA SHEET

Meeting Date: 06/21/2021

Resolution/Order No.: 20-21-12

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: There are hereby appropriated additional funds to pay for any June 2021 Board approved compensation/benefit programs in an amount up to \$10 million and the Administration is hereby granted authority to budget those funds into any fund and function necessary to budget for the administration of those payments including the General Fund, Food Service Fund, or any Federal Fund (any Federal Fund current or to be applied for such as ESSER or COVID related funds).

SECTION 5: 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 6/21/2021, at a duly constituted meeting for which notice was timely given.

Randy Randle, President
Board of Trustees
Irving Independent School District

ATTEST:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

**IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
June 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>
REVENUE:					
LOCAL RESOURCES:					
5711 TAXES CURRENT YEAR	159,000,000	-	159,000,000	-	159,000,000
5712 DELINQUENT TAXES	296,205	-	296,205	-	296,205
5719 OTHER TAX RELATED REVENUE	500,000	-	500,000	-	500,000
TOTAL TAXES	159,796,205	-	159,796,205	-	159,796,205
OTHER LOCAL REVENUE:					
5735 SUMMER SCHOOL	-	-	-	-	-
5738 PARKING FEES	4,500	-	4,500	-	4,500
5739 OTHER TUITION AND FEES	200,000	-	200,000	-	200,000
5742 INVESTMENT EARNINGS	500,000	-	500,000	-	500,000
5743 RENTAL OF FACILITIES	70,000	-	70,000	-	70,000
5744 GIFTS AND BEQUESTS	150,000	451,428	601,428	3,000	604,428
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	250,000	3,220	253,220	251,000	504,220
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	987,230	1,987,230	14,646	2,001,875
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	-	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
TOTAL OTHER LOCAL RESOURCES	2,624,500	1,441,878	4,066,378	268,645	4,335,023
TOTAL LOCAL RESOURCES	162,420,705	1,441,878	163,862,583	268,645	164,131,228
STATE RESOURCES:					
5811 PER CAPITA	14,733,689	-	14,733,689	-	14,733,689
5812 FOUNDATION ENTITLEMENTS	142,109,122	-	142,109,122	-	142,109,122
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	15,652,186	588,847	16,241,033	-	16,241,033
TOTAL STATE RESOURCES	172,494,997	588,847	173,083,844	-	173,083,844
FEDERAL RESOURCES:					
5929 FEDERAL REVENUE - INDIRECT COST	350,000	-	350,000	-	350,000
5931 SHARS REIMBURSEMENT	4,000,000	138,000	4,138,000	-	4,138,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
TOTAL FEDERAL RESOURCES	4,600,000	138,000	4,738,000	-	4,738,000
TOTAL REVENUES	339,515,702	2,168,725	341,684,427	268,645	341,953,072
OTHER SOURCES					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
TOTAL OTHER SOURCES	-	-	-	-	-
TOTAL REVENUE AND OTHER SOURCES	339,515,702	2,168,725	341,684,427	268,645	341,953,072

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
GENERAL OPERATING FUND
June 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>
EXPENDITURES:					
11 Instruction	203,084,928	4,297,463	207,382,391	(159,692)	207,222,699
12 Library	5,540,206	304,492	5,844,698	(10,116)	5,834,582
13 Staff Development	5,892,229	58,390	5,950,619	(151,708)	5,798,912
21 Instructional Administration	6,453,138	116,806	6,569,944	310,827	6,880,771
23 School Administration	21,026,426	375,643	21,402,069	127,570	21,529,639
31 Counseling Services	16,450,959	(123,562)	16,327,397	3,141	16,330,538
32 Attendance Services	1,349,337	(42,854)	1,306,483	-	1,306,483
33 Health Services	3,532,110	(34,562)	3,497,548	(326)	3,497,222
34 Pupil Transportation	12,619,862	(866,949)	11,752,913	-	11,752,913
35 Food Services	733,838	85,753	819,591	-	819,591
36 Extra-Curricular Activities	6,208,812	209,792	6,418,604	10,935	6,429,539
41 General Administration	9,664,633	412,720	10,077,353	(16,059)	10,061,294
51 Maintenance	30,270,690	4,245,104	34,515,794	33,989	34,549,783
52 Security	4,217,236	457,237	4,674,473	3,490	4,677,963
53 Data Processing	14,004,714	201,825	14,206,539	-	14,206,539
61 Community Services	533,645	271,344	804,989	23,383	828,372
81 Facilities	164,138	6,912,963	7,077,101	425,000	7,502,101
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds	0	-	-	-	-
99 Intergovernmental Charges	625,457	-	625,457	-	625,457
TOTAL EXPENDITURES	<u>342,562,358</u>	<u>16,881,604</u>	<u>359,443,962</u>	<u>600,434</u>	<u>360,044,396</u>
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>342,562,358</u>	<u>16,881,604</u>	<u>359,443,962</u>	<u>600,434</u>	<u>360,044,396</u>
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	(3,046,656)	19,050,329	(17,759,535)	(331,789)	(18,091,324)
EST. BEGINNING FUND BALANCE	<u>97,625,992</u>	-	<u>97,625,992</u>	-	<u>97,625,992</u>
ENDING FUND BALANCE	<u>94,579,336</u>	<u>19,050,329</u>	<u>79,866,457</u>	<u>(331,789)</u>	<u>79,534,668</u>

IRVING INDEPENDENT SCHOOL DISTRICT
OFFICIAL DISTRICT BUDGET
FOOD SERVICE
June 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>
REVENUE:					
LOCAL RESOURCES:					
5742 INVESTMENT EARNINGS	10,000	-	10,000	-	10,000
5751 FOOD SERVICES	2,025,000	-	2,025,000	-	2,025,000
5755 ACTIVITY FUND RECEIPTS	150,000	-	150,000	-	150,000
TOTAL LOCAL RESOURCES	<u>2,185,000</u>	<u>-</u>	<u>2,185,000</u>	<u>-</u>	<u>2,185,000</u>
STATE RESOURCES:					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
TOTAL STATE RESOURCES	<u>120,000</u>	<u>-</u>	<u>120,000</u>	<u>-</u>	<u>120,000</u>
FEDERAL RESOURCES:					
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	-	4,125,000	-	4,125,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	-	10,807,645	-	10,807,645
5923 USDA DONATED COMMODITIES	975,000	-	975,000	-	975,000
5939 SUMMER FEEDING PROGRAM	150,000	-	150,000	-	150,000
TOTAL FEDERAL RESOURCES	<u>16,057,645</u>	<u>-</u>	<u>16,057,645</u>	<u>-</u>	<u>16,057,645</u>
TOTAL REVENUE AND OTHER SOURCES	<u>18,362,645</u>	<u>-</u>	<u>18,362,645</u>	<u>-</u>	<u>18,362,645</u>
EXPENDITURES:					
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	674,744	2,674,744	-	2,674,744
TOTAL EXPENDITURES	<u>20,645,145</u>	<u>674,744</u>	<u>21,319,889</u>	<u>-</u>	<u>21,319,889</u>
OTHER USES					
8911 Interfund Transfers Out	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>20,645,145</u>	<u>674,744</u>	<u>21,319,889</u>	<u>-</u>	<u>21,319,889</u>
EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES	<u>(2,282,500)</u>	<u>(674,744)</u>	<u>(2,957,244)</u>	<u>-</u>	<u>(2,957,244)</u>
EST. BEGINNING FUND BALANCE	<u>4,769,340</u>	<u>-</u>	<u>4,769,340</u>	<u>-</u>	<u>4,769,340</u>
ENDING FUND BALANCE	<u>2,486,840</u>	<u>(674,744)</u>	<u>1,812,096</u>	<u>-</u>	<u>1,812,096</u>

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

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

CONSENT AGENDA

6/21/2021

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

SUBMITTED BY: Cher Elzy

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

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

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

Attachments:

1. Memo from Cher Elzy to Gary Micinski
2. Dallas Central Appraisal District Supplement Recap for May
3. Supplement 09 to the 2020 tax roll
4. Supplement 22 to the 2019 tax roll
5. Supplement 34 to the 2018 tax roll
6. Supplement 46 to the 2017 tax roll
7. Supplement 58 to the 2016 tax roll
8. Comparison of the Budget to the Actual Tax Roll Spreadsheet

MEMO

Date: June 21, 2021
To: Gary Micinski, CFO
From: Cher Elzy, Director of Taxation
Subject: May Supplement Reports

Attached for your consideration is the May Supplement Reports.

Thank you.



DALLAS CENTRAL APPRAISAL DISTRICT

SUPPLEMENT 05-2021

As of May 05, 2021

**State of Texas
County of Dallas**

Property Tax Code, Section 25.25

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

IRVING ISD

Tax Year	Amount of
2020	4,866,930-
2019	2,360,419-
2018	49,124-
2017	122,433
2016	22,500

Date : May 14, 2021

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

2020 SUPPLEMENT NO. 9

Real Property Additions		Personal Property Additions
\$ 275,210		\$ 14,562,920
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 14,838,130	\$ (19,705,060)	\$ (4,866,930)

**Summary of Supplemental Change Report
#1 through #9**

Value	Reason
\$ (69,786,780)	Exemptions and Value Changes
\$ 1,240,947,612	Total Additions
\$ 1,171,160,832	Net Total

2019 SUPPLEMENT NO. 22

Real Property Additions		Personal Property Additions
\$ 0		\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 0	\$ (2,360,419)	\$ (2,360,419)

**Summary of Supplemental Change Report
#1 through #22**

Value	Reason
\$ (259,285,101)	Exemptions and Value Changes
\$ 183,883,393	Total Additions
\$ (75,401,708)	Net Total

2018 SUPPLEMENT NO. 34

Real Property Additions		Personal Property Additions
\$	0	\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$	0	\$ (49,124)
	\$ (49,124)	\$ (49,124)

**Summary of Supplemental Change Report
#1 through #34**

Value	Reason
\$ (252,978,903)	Exemptions and Value Changes
\$ 92,404,285	Total Additions
\$ (160,574,618)	Net Total

2017 SUPPLEMENT NO. 46

Real Property Additions		Personal Property Additions
\$ 0		\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 0	\$ 122,433	\$ 122,433

**Summary of Supplemental Change Report
#1 through #46**

Value	Reason
\$ (259,197,727)	Exemptions and Value Changes
\$ 116,230,132	Total Additions
\$ (142,967,595)	Net Total

2016 SUPPLEMENT NO. 58

Real Property Additions		Personal Property Additions
0		\$ 0
 Total Additions	 Supplemental Change Report	 Net Changes of Changes
0	\$ 22,500	\$ 22,500

**Summary of Supplemental Change Report
#1 through #58**

Value	Reason
\$ (367,758,859)	Exemptions and Value Changes
\$ 88,989,355	Total Additions
\$ (278,769,504)	Net Total

RECAP FOR MAY SUPPLEMENT

2020 SUPPLEMENT NO. 09	\$	(4,866,930)
2019 SUPPLEMENT NO. 22	\$	(2,360,419)
2018 SUPPLEMENT NO. 34	\$	(49,124)
2017 SUPPLEMENT NO. 46	\$	122,433
2016 SUPPLEMENT NO. 58	\$	22,500

FY 2020-2021

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 9	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,171,160,832	\$ 15,912,951,498
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	11,884,940	\$ 161,484,632
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	3,048,532	\$ 41,421,413
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	14,933,472	\$ 202,906,045

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

TOTAL 1,171,160,832

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>1,371,160,832</u>
LEVY GAIN (LOSS) M & O	13,914,540
LEVY GAIN (LOSS) I & S	3,569,132
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>17,483,672</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 22	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-75,401,708	\$ 14,436,965,227
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-777,392	\$ 148,845,111
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-206,676	\$ 39,571,722
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-984,068	\$ 188,416,833

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

TOTAL align="right">**-75,401,708**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2019 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>74,598,292</u>
LEVY GAIN (LOSS) M & O	769,108
LEVY GAIN (LOSS) I & S	204,474
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>973,582</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 34	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 12,223,386,344	\$ 13,439,011,068	-160,574,618	\$ 13,278,436,450
M & O LEVY (1.17)	\$ 143,013,620	\$ 157,236,430	-1,878,723	\$ 155,357,707
I & S LEVY (.2311)	\$ 28,248,246	\$ 31,057,554	-371,088	\$ 30,686,466
TOTAL LEVY (1.4011)	171,261,866	188,293,984	-2,249,811	\$ 186,044,173

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

SUPPLEMENT NO. 33	-7,669
SUPPLEMENT NO. 34	-49,124

TOTAL **-160,574,618**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2018 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	-10,574,618

LEVY GAIN (LOSS) M & O	-123,723
LEVY GAIN (LOSS) I & S	-24,438
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	-148,161

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 46	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 11,096,312,115	\$ 12,178,979,842	-142,967,595	\$ 12,036,012,247
M & O LEVY (1.17)	\$ 129,826,852	\$ 142,494,064	-1,672,721	\$ 140,821,343
I & S LEVY (.2614)	\$ 29,005,833	\$ 31,835,853	-373,717	\$ 31,462,136
TOTAL LEVY (1.4314)	\$ 158,832,685	\$ 174,329,917	-2,046,438	\$ 172,283,479

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

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

TOTAL **-142,967,595**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2017 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>7,032,405</u>
LEVY GAIN (LOSS) M & O	82,279
LEVY GAIN (LOSS) I & S	18,383
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>100,662</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 58	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 10,971,091,578	\$ 11,594,095,283	-278,769,504	\$ 11,315,325,779
M & O LEVY (1.17)	\$ 114,099,352	\$ 120,578,591	-3,261,603	\$ 117,316,988
I & S LEVY (.2750)	\$ 44,432,921	\$ 46,956,086	-766,616	\$ 46,189,470
TOTAL LEVY (1.445)	\$ 158,532,273	\$ 167,534,677	-4,028,219	\$ 163,506,458

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

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

TOTAL **-278,769,504**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2016 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>-128,769,504</u>
LEVY GAIN (LOSS) M & O	-1,506,603
LEVY GAIN (LOSS) I & S	<u>-354,116</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>-1,860,719</u>

2020 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,200,000	REAL
168 REALTY GROUP III LLC	\$ 4,363,010	REAL
168 REALTY GROUP III LLC	\$ 5,436,990	REAL
2013B PPTY OWNER LLC	\$ 226,370	REAL
2018 1 IH BORROWER LP	\$ 215,900	REAL
2018 1 IH BORROWER LP	\$ 223,050	REAL
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
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,662,850	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,650,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,267,150	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 109,420,000	REAL
AH4R I TX DFW	\$ 233,200	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 8,835,000	REAL
AREA/EY WFT LLC	\$ 8,600,000	REAL
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
BLVD AL LP THE	\$ 1,341,440	REAL
BREIT INDUSTRIAL CANYON TX1B01-B02	\$ 8,306,930	REAL
BUDHWANI & VIRANI INC	\$ 2,200,000	REAL
CENTRAL PARK PARTNERS LTD	\$ 5,500,000	REAL
CERBERUS SFR HOLDINGS	\$ 189,960	REAL
CERBERUS SFR HOLDINGS	\$ 236,510	REAL
CFT NV DEVELOPMENTS LLC	\$ 905,450	REAL
CHALET APARTMENTS LLC	\$ 20,500,000	REAL
CLAY COOLEY REAL ESTATE	\$ 4,336,180	REAL
CLAY COOLEY REAL ESTATE	\$ 8,280,400	REAL
CLAY COOLEY REAL ESTATE	\$ 8,593,750	REAL
CLAY COOLEY VOLKSWAGEN	\$ 1,450,670	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 2,261,420	PERSONAL

CLAY COOLEY VOLKSWAGEN	\$	3,104,270	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$	361,730	PERSONAL
CNC INVESTMENTS	\$	5,295,260	REAL
CNC INVESTMENTS	\$	10,454,740	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
CROSS COURT REALTY LLC	\$	936,000	REAL
CROSSINGS AT IRVING RUBY	\$	12,200,000	REAL
CTCRV LLC &	\$	12,275,000	REAL
CVS AS LESSEE	\$	2,039,100	REAL
CVS AS LESSEE	\$	1,934,720	REAL
D L PETERSON TRUST I	\$	5,081,060	PERSONAL
DALLAS METRO APARTMENTS LLC	\$	3,250,000	REAL
DAVIS MOTOR CRANE SERVICE INC	\$	37,163,370	PERSONAL
DAYTON HUDSON CORP	\$	5,523,470	REAL
DEVA CORPORATION	\$	4,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	REAL
EL PRIMERO EXPRESS LP	\$	4,000,000	REAL
ELEMENT FLEET CORPORATION	\$	4,834,890	PERSONAL
ELEMENT FLEET CORPORATION	\$	468,830	PERSONAL
ESTRADA REVO LLC &	\$	18,970,000	REAL
FIREBIRD SFE I LLC	\$	435,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	PERSONAL
FPG THE POINT LP	\$	52,945,000	REAL
FREEMPORT REGENT LLC	\$	12,000,000	REAL
GEP VANDERBILT LLC	\$	11,950,000	REAL
GROUP 1 REALTY INC	\$	879,430	REAL
GROUP 1 REALTY INC	\$	309,360	REAL
GROUP 1 REALTY INC	\$	3,118,030	REAL
GROUP 1 REALTY INC	\$	167,210	REAL
GROUP 1 REALTY INC	\$	644,120	REAL
HAMPTON PLEASANT RUN JV	\$	2,050,000	REAL
HKRK MGNT INC	\$	2,275,000	REAL
HOME SFR BORROWER II LLC	\$	168,600	REAL
HOME SFR BORROWER LLC	\$	237,080	REAL
HOME SFR BORROWER LLC	\$	201,510	REAL
HOME SFR BORROWER LLC	\$	147,590	REAL
HP TEXAS I LLC	\$	373,690	REAL
IMV GROUP LLC	\$	155,560	REAL
IMV GROUP LLC	\$	901,740	REAL
IMV GROUP LLC	\$	167,260	REAL
IMV GROUP LLC	\$	91,860	REAL

IMV GROUP LLC	\$	1,429,530	REAL
IMV GROUP LLC	\$	189,600	REAL
IMV GROUP LLC	\$	179,650	REAL
IMV GROUP LLC	\$	175,650	REAL
IMV GROUP LLC	\$	138,050	REAL
IMV GROUP LLC	\$	130,490	REAL
IMV GROUP LLC	\$	1,111,510	REAL
IMV GROUP LLC	\$	351,290	REAL
IMV GROUP LLC	\$	322,350	REAL
INTERGERMAN SUMMER GATE LP	\$	12,750,000	REAL
IRBY LANE ASSOCIATES LTD	\$	14,250,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,415,280	REAL
IRVING CENTAL PLACE LLC	\$	1,850,000	REAL
IRVING LODGING LLC	\$	6,350,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,875,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	1,700,000	REAL
JAHCO SPRING CREEK LLC	\$	7,200,000	REAL
JASAN LLC	\$	3,200,230	REAL
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
LUCKY TEXAN	\$	1,850,000	REAL
MACY'S RETAIL HOLDINGS INC	\$	2,822,470	PERSONAL
MEDIEVAL TIMES	\$	1,596,520	PERSONAL
METROPLEX PLAZA LP	\$	5,150,000	REAL
METROPLEX PLAZA LP	\$	4,850,000	REAL
METROPLEX PLAZA LP	\$	2,625,000	REAL
MONTEERRA APARTMENTS LP	\$	39,000,000	REAL
MONTFORT ALPHA JV	\$	11,500,000	REAL
MOTTS LLP	\$	85,323,730	PERSONAL
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
PAR CAPITAL 122 WEST LLC	\$	28,895,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	REAL
PATEL HASU	\$	337,700	REAL
PATEL RAMAN	\$	1,450,000	REAL
PBH VALLEY CREEK LLC	\$	31,500,000	REAL
PBH VALLEY RIDGE LLC	\$	33,000,000	REAL
PCPI UT OWNER LP	\$	12,252,330	REAL
PCPI UT OWNER LP	\$	151,682,670	REAL
PERFECT & COMFORT LIVING LLC	\$	3,097,000	REAL
PERFECT AND MODERN TEAM LLC	\$	1,950,000	REAL
PL LASCO OWNER LLC	\$	76,500,000	REAL
POST MONTORO LLC	\$	23,845,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$	63,975,000	REAL
PROVIDENT GROUP IRVING PROPERTIES INC	\$	45,000,000	REAL
PS LPT PROPERTIES INVESTORS	\$	5,104,400	REAL
RACETRAC PETROLEUM INC	\$	1,787,270	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	457,820	REAL
RACETRACK PETROLEUM	\$	563,900	PERSONAL
RAMSEY LUTHER H	\$	1,612,000	REAL
RAVEN SURROUND LLC	\$	23,250,000	REAL
RAYO LLC	\$	3,500,000	REAL
RAYO LLC	\$	3,500,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,925,000	REAL
SANDLIAN COLBY B &	\$	2,815,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,300,000	REAL
SECURITY CAPITAL	\$	3,555,500	REAL
SEDONA PARK APARTMENTS LLC	\$	22,000,000	REAL
SHIV INC	\$	3,300,000	REAL
SIKKA INVESTMENTS 2 LLC	\$	1,344,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,096,820	REAL
SPANISH HAVEN REDEVELOPMENT	\$	6,664,970	REAL
SPRINT UNITED MGMT CO	\$	17,000,000	REAL
SUN HOLDINGS INC	\$	126,730	PERSONAL
SUN HOLDINGS INC	\$	135,060	PERSONAL
SUN HOLDINGS INC	\$	192,500	PERSONAL
SUN HOLDINGS INC	\$	123,570	PERSONAL
SUN LIFE INSURANCE CO OF CANADA	\$	35,000,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	2,360,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	4,000,000	REAL

SUPREME BRIGHT DALLAS II LLC	\$	3,300,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	3,097,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	4,300,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	5,500,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,950,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,100,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,600,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	7,550,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	5,220,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	220,000	REAL
SUPREME BRIGHT DALLAS II LLC	\$	1,696,210	REAL
TAH 2017 1 BORROWER LLC	\$	184,880	REAL
TAH HOLDING LP	\$	185,970	REAL
TAH HOLDING LP	\$	202,680	REAL
TAH HOLDING LP	\$	198,760	REAL
TAH HOLDING LP	\$	185,070	REAL
TAH HOLDING LP	\$	162,310	REAL
TCI 600 LAS COLINAS INC	\$	83,285,000	REAL
TEXAS FOUR PPTIES LLC	\$	15,900,000	REAL
TEXAS SFI PATNERSHIP 37 LTD	\$	34,000,000	REAL
TMIF II BRIDGEPOT LP	\$	24,000,000	REAL
TP APARTMENTS LLC	\$	4,272,410	REAL
TP APARTMENTS LLC	\$	1,627,590	REAL
TR ATRIUM LP	\$	14,215,000	REAL
TR ATRIUM LP	\$	7,215,000	REAL
TRINITY POE LLC	\$	37,500,000	REAL
TRT DEVELOPMENT COMPANY	\$	800,000	REAL
TRT DEVELOPMENT COMPANY	\$	39,000,000	REAL
UNITED RENTALS AS LESSEE	\$	4,903,040	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	22,000,000	REAL
VAT CROSSROADS LLC	\$	14,000,000	REAL
WALGREEN CO	\$	2,249,000	REAL
WALGREEN CO	\$	2,305,420	REAL
WALGREEN CO	\$	1,349,650	REAL
WALMART REAL ESTATE	\$	10,596,130	REAL
WALNUT HILL TX PARTNERS LLC	\$	46,500,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	15,750,000	REAL
WESTDALE BROOKSTONE TERRACE LP	\$	13,750,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,500,000	REAL
WESTDALE LAKERIDGE	\$	14,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	12,800,000	REAL
WESTDALE WOODMEADE LTD	\$	21,000,000	REAL
WINGREN VILLAGE LP	\$	9,303,430	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL

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

TOTAL 2,824,280,190

2020 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 7,400,000	\$ 7,100,000	REAL
ACRON ARG LAKE CAROLYN	\$ 52,929,170	\$ 48,000,000	REAL
AGAS VENTURES LLC	\$ 152,000	\$ 125,600	REAL
AGAS VENTURES LLC	\$ 160,000	\$ 103,230	REAL
AGAS VENTURES LLC	\$ 140,490	\$ 107,310	REAL
AGAS VENTURES LLC	\$ 149,000	\$ 122,730	REAL
AGAS VENTURES LLC	\$ 146,000	\$ 117,380	REAL
AGAS VENTURES LLC	\$ 124,000	\$ 110,340	REAL
AGAS VENTURES LLC	\$ 130,000	\$ 115,090	REAL
AGAS VENTURES LLC	\$ 139,290	\$ 136,660	REAL
AGAS VENTURES LLC	\$ 127,070	\$ 123,770	REAL
AGAS VENTURES LLC	\$ 175,050	\$ 160,730	REAL
AGAS VENTURES LLC	\$ 194,500	\$ 154,710	REAL
AGAS VENTURES LLC	\$ 169,000	\$ 135,490	REAL
AGAS VENTURES LLC	\$ 180,000	\$ 165,000	REAL
AGAS VENTURES LLC	\$ 156,000	\$ 131,110	REAL
AGAS VENTURES LLC	\$ 140,000	\$ 116,390	REAL
AGAS VENTURES LLC	\$ 161,000	\$ 144,630	REAL
AGAS VENTURES LLC	\$ 175,000	\$ 138,170	REAL
AGAS VENTURES LLC	\$ 100,000	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,100,000	\$ 7,300,000	REAL
ALC APARTMENTS LLC	\$ 50,000,000	\$ 47,309,010	REAL
AMERISOUTH XXX LTD	\$ 9,120,000	\$ 9,120,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 7,094,030	\$ 6,850,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 8,190,000	\$ 8,190,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 767,000	\$ 767,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,318,000	\$ 3,318,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 1,573,820	\$ 1,500,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 4,176,180	\$ 4,000,000	REAL
BROWN COLINAS POINTE LLC	\$ 14,100,000	\$ 12,975,000	REAL
CANAL CENTRE INVESTORS LLC	\$ 34,585,000	\$ 33,500,000	REAL
CENTRALAND GROUP LTD	\$ 4,186,480	\$ 3,775,000	REAL
CHATHEAU AT WILDBRIAR LP	\$ 12,150,000	\$ 11,100,000	REAL
CO PROPERTIES LLC	\$ 150,270	\$ 87,330	REAL
CO PROPERTIES LLC	\$ 117,660	\$ 103,130	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
CO PROPERTIES LLC	\$ 89,380	\$ 43,330	REAL
COLINAS RANCH APARTMENTS LLC	\$ 10,471,820	\$ 9,924,000	REAL
CREEKWOOD APTS LLC	\$ 18,300,000	\$ 17,050,000	REAL
CRESTVIEW STONEHILL LLC	\$ 17,274,590	\$ 15,800,000	REAL
CVS AS LESSEE	\$ 1,958,840	\$ 1,700,000	REAL
CVS AS LESSEE	\$ 2,006,410	\$ 1,750,000	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,750,000	\$ 1,372,550	REAL

DALLAS FT WORTH PARTNERS LLC	\$	3,125,000	\$	2,450,990	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,500,000	\$	1,176,460	REAL
DK CREST OWNER LLC	\$	62,000,000	\$	56,000,000	REAL
EBEX IRVING APARTMENTS LLC	\$	9,600,000	\$	9,000,000	REAL
GEP SILVERTON LLC	\$	21,115,000	\$	19,400,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	\$	4,763,680	REAL
IMC RETAIL LLC	\$	21,500,000	\$	21,500,000	REAL
IMC RETAIL LLC	\$	577,520	\$	577,520	REAL
IRVING 4600 WEST PIONEER	\$	32,750,000	\$	29,725,000	REAL
ISA HOSPITALITY INC	\$	2,674,280	\$	2,500,000	REAL
JAY A KANTER	\$	2,639,210	\$	2,639,210	REAL
JB DALLAS LLC	\$	2,250,000	\$	2,169,320	REAL
JTCH APARTMENTS LLC	\$	2,298,290	\$	2,164,050	REAL
JTCH APARTMENTS LLC	\$	3,351,710	\$	3,184,120	REAL
K GARAGE CO LTD	\$	5,500,000	\$	5,200,000	REAL
KAMEYAMA KEISHI	\$	13,500,000	\$	13,500,000	REAL
LBH LAS COLINAS PLAZA LLC	\$	25,500,000	\$	21,000,000	REAL
M&D IRVING LLC	\$	6,650,000	\$	6,000,000	REAL
MAA ALLOY LLC	\$	46,000,000	\$	43,550,000	REAL
MAA TANC LLC	\$	37,100,000	\$	36,000,000	REAL
MAAHIYAA HOTEL LLC	\$	4,370,760	\$	3,809,320	REAL
MACARTHUR PLACE APARTMENTS LP	\$	13,384,610	\$	12,692,300	REAL
MACARTHUR PLACE APARTMENTS LP	\$	15,615,390	\$	14,807,700	REAL
MALL GROUND PORTFOLIO LLC	\$	45,000,000	\$	42,596,580	REAL
MALL GROUND PORTFOLIO LLC	\$	1,729,780	\$	1,729,780	REAL
MALL GROUND PORTFOLIO LLC	\$	4,807,030	\$	4,807,030	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	\$	1,301,420	REAL
MARABELLA APARTMENTS LP	\$	24,559,040	\$	22,433,740	REAL
MARABELLA APARTMENTS LP	\$	27,440,960	\$	25,066,260	REAL
OMNINET FOXBOROUGH LP	\$	22,400,000	\$	20,302,220	REAL
OMNINET FOXBOROUGH LP	\$	9,100,000	\$	8,247,780	REAL
PATEL MADAN &	\$	983,680	\$	940,000	REAL
POLO SANTIAGO	\$	3,890,000	\$	3,505,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	77,200,000	\$	72,300,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	52,365,000	\$	48,600,000	REAL
PURPLE GALAXY REAL ESTATE LLC	\$	2,360,000	\$	2,130,000	REAL
RACETRAC PETROLEUM INC	\$	420,900	\$	352,400	PERSONAL
ROCHELLE PLACE L P	\$	7,467,600	\$	6,775,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	8,250,000	\$	7,425,000	REAL
SAIBABA DFW LODGING LLC	\$	4,543,000	\$	4,210,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	10,800,000	\$	10,250,000	REAL
SPARTRA LLC	\$	6,130,000	\$	5,450,000	REAL
TARGET CORP	\$	3,374,500	\$	2,868,330	PERSONAL
VALLEY VIEW OWNER LLC	\$	16,047,720	\$	14,500,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	16,000,000	\$	14,500,000	REAL
WATER STREET OCONNOR LP	\$	77,250,000	\$	75,250,000	REAL
WESTGATE MULTIFAMILY LLC	\$	21,111,110	\$	19,166,670	REAL
WESTGATE MULTIFAMILY LLC	\$	9,170,140	\$	8,325,520	REAL
WESTGATE MULTIFAMILY LLC	\$	3,694,440	\$	3,354,160	REAL
WESTGATE MULTIFAMILY LLC	\$	4,024,310	\$	3,653,650	REAL

WOODWIND LAND LLC	\$	400,000	\$	400,000	REAL
WOODWIND LAND LLC	\$	5,310,000	\$	5,100,000	REAL
WWC XLV LP	\$	56,000,000	\$	50,500,000	REAL
TOTAL	\$	1,134,369,670	\$	1,055,116,330	

2019 ACTIVE LAWSUITS

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

2019 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 8,400,000	\$ 7,100,000	REAL
1927 BELTLINE CP LTD	\$ 2,950,000	\$ 2,700,000	REAL
1927 BELTLINE CP LTD	\$ 1,920,000	\$ 1,700,000	REAL
1927 BELTLINE CP LTD	\$ 700,000	\$ 600,000	REAL
1927 BELTLINE CP LTD	\$ 7,600,000	\$ 6,350,000	REAL
1927 BELTLINE CP LTD	\$ 12,200,000	\$ 11,500,000	REAL
250 290 B&C LLC	\$ 34,315,000	\$ 31,000,000	REAL
250 290 B&C LLC	\$ 17,080,000	\$ 15,400,000	REAL
250 290 B&C LLC	\$ 18,835,000	\$ 17,000,000	REAL
555 WEST AIRPORT FWY LLC	\$ 5,093,280	\$ 4,450,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	\$ 1,040,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INV	\$ 47,350,000	\$ 46,000,000	REAL
1814 ESTRADA LP	\$ 16,300,000	\$ 15,450,000	REAL
4409 MONTROSE LTD	\$ 18,480,000	\$ 17,500,000	REAL
ABS HOSPITALITY GROUP LLC	\$ 1,275,000	\$ 1,275,000	REAL
AGAS VENTURES LLC	\$ 180,000	\$ 154,710	REAL
AGAS VENTURES LLC	\$ 135,410	\$ 116,390	REAL
AGAS VENTURES LLC	\$ 159,000	\$ 136,660	REAL
AGAS VENTURES LLC	\$ 144,000	\$ 123,770	REAL
AGAS VENTURES LLC	\$ 187,000	\$ 160,730	REAL
AGAS VENTURES LLC	\$ 119,400	\$ 102,600	REAL
AGAS VENTURES LLC	\$ 168,420	\$ 144,630	REAL
AGAS VENTURES LLC	\$ 160,750	\$ 138,170	REAL
AGAS VENTURES LLC	\$ 157,630	\$ 135,490	REAL
AGAS VENTURES LLC	\$ 146,130	\$ 125,600	REAL
AGAS VENTURES LLC	\$ 124,860	\$ 107,310	REAL
AGAS VENTURES LLC	\$ 143,000	\$ 122,730	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,271,580	\$ 57,408,870	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,851,220	\$ 8,160,040	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 104,567,910	\$ 96,402,330	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 61,859,290	\$ 57,028,760	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 10,000,000	\$ 9,300,000	REAL
ALC APARTMENTS LLC	\$ 46,000,000	\$ 44,500,000	REAL
ALDI	\$ 767,120	\$ 652,050	PERSONAL
ALDI	\$ 415,870	\$ 353,490	PERSONAL
AMERICAN HOMES 4 RENT	\$ 225,070	\$ 203,250	REAL
ANGEL HOSPITALITY VIII LLC	\$ 5,367,260	\$ 5,220,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,083,600	\$ 1,083,600	REAL
ARC RENTAL MSR I LLC	\$ 164,450	\$ 164,450	REAL
AREA/EY WFT LLC	\$ 9,650,000	\$ 8,600,000	REAL
B & B TECHNICAL SERVICES	\$ 835,000	\$ 775,000	REAL
BEL AIRE AT LAS COLINAS LL LLC	\$ 39,950,000	\$ 38,630,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 81,720,000	\$ 6,850,000	REAL

BETTER INC	\$	2,265,000	\$	2,000,000	REAL
BHP INVESTMENTS CO	\$	3,200,000	\$	2,950,000	REAL
BLVD AL LP THE	\$	1,395,000	\$	1,307,980	REAL
BP AEROSPACE LLC	\$	6,037,170	\$	1,542,240	PERSONAL
BRE LAS COLINAS LLC	\$	8,000,000	\$	8,000,000	REAL
BRE LAS COLINAS LLC	\$	91,629,260	\$	71,629,260	REAL
BRE LAS COLINAS LLC	\$	370,740	\$	370,740	REAL
BREIT INDUSTRIAL HS TX	\$	8,172,780	\$	6,150,000	REAL
BREIT INDUSTRIAL HS TX	\$	115,390	\$	115,390	REAL
BRIARWOOD UNIV HILLS LP	\$	5,121,500	\$	4,685,000	REAL
BROWN COLINAS POINTE LLC	\$	12,000,000	\$	11,260,300	REAL
BUDHWANI & VIRANI INC	\$	3,023,360	\$	2,550,000	REAL
CEDAR CREST OF IRVING LLC	\$	3,500,000	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	3,841,690	\$	3,500,000	REAL
CENTURY 2209 LLC	\$	780,000	\$	780,000	REAL
CERBERUS SFR HOLDINGS II LP	\$	169,970	\$	167,700	REAL
CFT NV DEVELOPMENTS LLC	\$	945,000	\$	850,000	REAL
CHARTER COMMUNICATIONS TIME WARNER	\$	1,142,580	\$	988,330	PERSONAL
CHARTER COMMUNICATIONS TIME WARNER	\$	388,910	\$	336,410	PERSONAL
CHATHEAU AT WILDBRIAR LP	\$	9,200,000	\$	8,300,000	REAL
CHEDDARS CASUAL CAFÉ	\$	1,537,450	\$	1,260,410	PERSONAL
CHEDDARS CASUAL CAFÉ	\$	264,360	\$	216,480	PERSONAL
CHICK FIL A INC	\$	950,000	\$	855,000	REAL
CHIPOTLE MEXICAN GRILL	\$	675,000	\$	600,000	REAL
CLAY COOLEY REAL ESTATE	\$	4,336,180	\$	3,648,200	REAL
CLAY COOLEY REAL ESTATE	\$	8,473,470	\$	6,510,000	REAL
CLAY COOLEY REAL ESTATE	\$	9,214,060	\$	6,742,000	REAL
CNC SWAGAT NINE LTD	\$	8,728,870	\$	8,563,000	REAL
CNC SWAGAT NINE LTD	\$	4,421,120	\$	4,337,000	REAL
CNLRS BEP LP	\$	1,650,000	\$	1,509,500	REAL
CO-PROPERTIES LLC	\$	83,970	\$	83,970	REAL
COLUMBIA HCA	\$	769,580	\$	609,640	PERSONAL
COLUMBIA PROPERTIES DALLAS	\$	37,291,700	\$	33,600,000	REAL
CONNS APPLIANCES INC	\$	14,920	\$	8,130	PERSONAL
CP 511 BUILDING LLC	\$	19,450,000	\$	18,500,000	REAL
CPLG TX PROPERTIES	\$	8,606,780	\$	8,400,000	REAL
CRESTVIEW STONEHILL LLC	\$	10,800,000	\$	10,000,000	REAL
CROSS COURT REALTY LLC	\$	936,000	\$	864,000	REAL
CROWN ENTERPRISES INC	\$	2,381,940	\$	2,381,940	REAL
CROWN ENTERPRISES INC	\$	3,022,730	\$	3,022,730	REAL
CTCRV LLC &	\$	11,334,410	\$	11,334,410	REAL
CVS	\$	1,942,000	\$	1,750,000	REAL
CVS	\$	1,865,560	\$	1,750,000	REAL
CVS	\$	1,910,870	\$	1,700,000	REAL
D L PETERSON TRUST I	\$	4,702,220	\$	4,179,970	PERSONAL
DAL 2 SF LLC	\$	149,740	\$	136,080	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,244,870	\$	1,086,910	REAL
DALLAS FT WORTH PARTNERS LLC	\$	2,571,290	\$	2,245,020	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,452,350	\$	1,268,070	REAL
DALLAS METRO APARTMENTS LLC	\$	2,175,000	\$	2,000,000	REAL
DEALERS ELECTRICAL	\$	430,000	\$	400,000	REAL

DEVA CORPORATION	\$	4,500,000	\$	4,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	6,525,000	\$	6,143,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	12,000,000	\$	9,600,000	REAL
DOLGENCORP TEX INC	\$	2,000,000	\$	2,000,000	REAL
DOLGENCORP TEX INC	\$	1,042,520	\$	1,042,520	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	11,849,530	\$	10,674,530	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	1,448,050	\$	1,448,050	REAL
DP WPC TX LLC AS OWNER & LESSEE	\$	102,420	\$	102,420	REAL
EL PRIMERO EXPRESS LP	\$	4,700,000	\$	4,700,000	REAL
ELEMENT FLEET CORPORATION	\$	825,740	\$	699,840	PERSONAL
ESD DFW SOUTH 2011 LP	\$	23,367,130	\$	21,443,000	REAL
FEDEX GROUND PACKAGE SYSTEM INC	\$	20,908,520	\$	16,517,700	PERSONAL
FISCHER ROBERT W	\$	246,470	\$	246,470	REAL
FISCHER ROBERT W	\$	250,470	\$	246,470	REAL
FISCHER ROBERT W	\$	272,090	\$	246,470	REAL
FISCHER ROBERT W	\$	275,240	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FISCHER ROBERT W	\$	265,000	\$	246,470	REAL
FOUNTAIN VALLEY COMMERCE	\$	8,275,470	\$	7,700,000	REAL
FPG THE POINT LP	\$	50,760,000	\$	49,000,000	REAL
FRIES RESTAURANT MANAGEMENT LLC	\$	141,650	\$	104,030	PERSONAL
FYR SFR BORROWER LLC	\$	194,310	\$	178,500	REAL
GELCO FLEET TRUST	\$	4,834,890	\$	4,322,520	PERSONAL
GLEN ARBOR MULTIFAMILY LLC	\$	17,777,780	\$	16,388,890	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	7,722,220	\$	7,118,920	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,388,890	\$	3,124,130	REAL
GLEN ARBOR MULTIFAMILY LLC	\$	3,111,110	\$	2,868,060	REAL
GROUP 1 REALTY INC	\$	3,118,030	\$	3,000,000	REAL
GRUSIN MARTIN A TRUSTEE	\$	865,000	\$	825,000	REAL
HCD DALLAS CORPORATION	\$	42,700,000	\$	39,000,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCRE LAS COLINAS LLC	\$	8,900,000	\$	8,000,000	REAL
HKRK MGMT INC	\$	2,275,000	\$	2,100,000	REAL
INTERGERMAN SUMMER GATE LP	\$	9,750,000	\$	9,200,000	REAL
IRVING LODGING LLC	\$	6,350,000	\$	5,720,000	REAL
IRVING MOB III LP & IRVING HOSPITAL	\$	11,189,570	\$	11,189,570	REAL
ISA HOSPITALITY INC	\$	2,790,000	\$	2,600,000	REAL
JAMBROS PARTNERS LTD	\$	4,449,510	\$	4,000,000	REAL
K GARAGE CO LTD	\$	5,050,000	\$	4,875,000	REAL
KAMEYAMA KEISHI	\$	12,000,000	\$	12,000,000	REAL
KBS SOR 125 JOHN CARPENTER LLC	\$	67,700,000	\$	66,000,000	REAL
KENSINGTON APARTMENTS LLC	\$	15,600,000	\$	15,600,000	REAL
KEVLIN JAMES M & ALEJANDRA	\$	472,160	\$	435,000	REAL
KHOSROW SADEGHIAN ON BEHALF OF AS PR	\$	126,150	\$	71,500	REAL
KROGER CO AND KROGER TEXAS LP	\$	3,800,000	\$	3,800,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	1,400,000	\$	1,400,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	939,090	\$	920,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	10,600,000	\$	10,400,000	REAL
KROGER CO AND KROGER TEXAS LP	\$	1,622,000	\$	1,622,000	REAL
KROGER TEXAS LP AS LESSEE	\$	758,210	\$	758,210	REAL
LAKE WORTH HOTEL CORP	\$	5,100,000	\$	4,600,000	REAL

LAS COLINAS AAA INVESTMENT LLC	\$	2,906,020	\$	2,676,840	REAL
LAS COLINAS I HOLDCO LP	\$	77,500,000	\$	74,761,410	REAL
LAS COLINAS II HOLDCO LP	\$	44,000,000	\$	41,637,320	REAL
LBH LAS COLINAS PLAZA LLC	\$	28,000,000	\$	25,500,000	REAL
LINCOLN LAG TWO LTD	\$	1,939,710	\$	1,900,000	REAL
LOOP HOTEL INC	\$	468,000	\$	325,000	REAL
LOWEN RAIFORD LP	\$	10,600,000	\$	9,100,000	REAL
MAA ALLOY LLC	\$	42,150,000	\$	41,800,000	REAL
MAA TANC LLC	\$	34,840,000	\$	34,280,000	REAL
MAAHIYAA HOTEL LLC	\$	6,479,150	\$	4,370,760	REAL
MACARTHUR PLACE APARTMENTS LP	\$	8,608,060	\$	8,608,060	REAL
MACYS RETAIL HOLDINGS INC	\$	3,668,390	\$	3,185,780	PERSONAL
MALL AT IRVING LLC	\$	44,968,330	\$	42,596,580	REAL
MALL AT IRVING LLC	\$	1,729,780	\$	1,729,780	REAL
MALL AT IRVING LLC	\$	4,807,030	\$	4,807,030	REAL
MALL AT IRVING LLC	\$	193,440	\$	193,440	REAL
MALL AT IRVING LLC	\$	1,301,420	\$	1,301,420	REAL
MASTEC INC	\$	9,249,060	\$	9,044,450	PERSONAL
MATTRESS FIRM INC	\$	47,610	\$	34,710	PERSONAL
MCADOO BRUCE	\$	1,014,770	\$	500,000	REAL
MERCHANTS AUTOMOTIVE GROUP INC	\$	1,554,200	\$	1,401,240	PERSONAL
MFO PPTIES LTD	\$	1,613,000	\$	1,613,000	REAL
MO DANY REVOCABLE TRUST	\$	1,750,000	\$	1,699,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	19,500,000	\$	18,000,000	REAL
OLD SHEPARD PLACE LTD	\$	1,163,380	\$	1,125,000	REAL
OMNINET FOXBOROUGH LP	\$	6,644,440	\$	6,557,770	REAL
OMNINET FOXBOROUGH LP	\$	16,355,560	\$	16,142,230	REAL
OREILY AUTO ENTERPRISES LLC	\$	750,000	\$	700,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	520,000	\$	504,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	1,416,100	\$	1,100,000	REAL
OREILY AUTO ENTERPRISES LLC	\$	968,140	\$	880,000	REAL
OVERLOOK COLINAS LLC	\$	10,010,000	\$	9,000,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,700,000	\$	22,451,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	\$	35,000,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	60,847,000	\$	55,952,000	REAL
PARMENTER LAS COLINAS TOWERS LLC	\$	4,048,000	\$	4,048,000	REAL
PATEL BALVANTBHAI & ANJANKUMARI	\$	1,061,460	\$	950,000	REAL
PATEL DHAVAL	\$	1,069,610	\$	1,069,610	REAL
PBH VALLEY CREEK LLC	\$	26,800,000	\$	24,416,000	REAL
PBH VALLEY RIDGE LLC	\$	29,750,000	\$	26,588,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	9,801,860	\$	9,801,860	REAL
PCPI UT OWNER LP AND TERRA FUNDING	\$	152,233,140	\$	125,698,140	REAL
PL LASCO OWNER LLC	\$	63,000,000	\$	61,250,000	REAL
POST MONTORO LLC	\$	19,000,000	\$	18,000,000	REAL
POTTER REALTY LTD	\$	4,600,000	\$	4,400,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	70,300,000	\$	69,630,200	REAL
PRIME US TOWER AT LAKE CAROLYN	\$	57,560,000	\$	56,508,000	REAL
RACETRAC PETROLEUM INC	\$	433,620	\$	346,900	PERSONAL
RACETRAC PETROLEUM INC	\$	1,788,690	\$	1,788,690	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	84 457,820	\$	457,820	REAL

RACETRACK PETROLEUM	\$	563,900	\$	318,000	PERSONAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RFI WESTWOOD VILLAGE LLC	\$	21,000,000	\$	19,400,000	REAL
ROCHELLE PLACE L P	\$	5,597,870	\$	5,376,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	6,480,000	\$	5,900,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,000,000	\$	53,500,000	REAL
SAIBABA DFW LODGING LLC	\$	4,885,120	\$	3,990,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,846,700	\$	7,065,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,238,810	\$	3,989,110	REAL
SEDONA PARK APARTMENTS LLC	\$	17,800,000	\$	17,800,000	REAL
SFR JV1 PROPERTY LLC	\$	226,370	\$	215,200	REAL
SHURGARD OF TEX LTD PS	\$	3,732,590	\$	3,400,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,125,000	\$	1,840,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	15,817,480	\$	13,500,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	5,279,020	\$	4,900,000	REAL
SPARTRA LLC	\$	4,500,000	\$	4,100,000	REAL
SRP SUB LLC	\$	214,840	\$	196,500	REAL
SRP SUB LLC	\$	231,280	\$	217,800	REAL
SRP SUB LLC	\$	202,520	\$	174,470	REAL
SRP SUB LLC	\$	354,990	\$	347,680	REAL
SUN HOLDINGS INC	\$	122,440	\$	103,480	PERSONAL
SUN HOLDINGS INC	\$	186,340	\$	103,990	PERSONAL
SUN HOLDINGS INC	\$	117,900	\$	96,530	PERSONAL
SURESHCHANDRA PATEL N &	\$	491,820	\$	491,820	REAL
TACO BUENO RESTAURANTS INC	\$	71,150	\$	71,150	PERSONAL
TACO BUENO RESTAURANTS INC	\$	75,170	\$	71,180	PERSONAL
TAH HOLDING LP	\$	151,780	\$	136,450	REAL
TAH HOLDING LP	\$	197,850	\$	187,740	REAL
TAH HOLDING LP	\$	193,990	\$	185,070	REAL
TAH HOLDING LP	\$	171,510	\$	167,000	REAL
TCI 600 LAS COLINAS INC	\$	74,100,000	\$	69,000,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TOYOTA OF IRVING LTD	\$	11,177,520	\$	9,000,000	REAL
TR ATRIUM LP	\$	7,240,000	\$	6,829,000	REAL
TR ATRIUM LP	\$	14,400,000	\$	13,800,000	REAL
TRINITY POE LLC	\$	31,750,000	\$	31,150,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	164,420	\$	153,540	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	16,900,000	PERSONAL
VALLEY VIEW OWNER LLC	\$	14,742,000	\$	13,250,000	REAL
WALMART STORES INC	\$	10,900,000	\$	10,352,330	REAL
WALTRUST PROPERTIES INC	\$	1,330,370	\$	1,285,380	REAL
WALTRUST PROPERTIES INC	\$	2,272,490	\$	2,195,640	REAL
WALTRUST PROPERTIES INC	\$	2,216,870	\$	2,141,900	REAL
WATER STREET OCONNOR LP	\$	78,000,000	\$	72,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	11,850,000	\$	10,700,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,600,000	\$	13,500,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,200,000	\$	12,800,000	REAL
WESTDALE LAKERIDGE	\$	12,000,000	\$	11,500,000	REAL
WESTDALE POLARIS PARTNERS	\$	85,384,210	\$	3,675,000	REAL

WESTDALE POLARIS PARTNERS	\$	10,385,000	\$	9,420,000	REAL
WESTDALE WOODMEADE LTD	\$	19,225,000	\$	18,000,000	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,380	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WOODCHASE & CLARENDON	\$	4,440,000	\$	4,203,200	REAL
WOODCHASE & CLARENDON	\$	10,560,000	\$	9,996,800	REAL
WOODLAND RIDGE POE LLC	\$	19,833,330	\$	18,000,000	REAL
WOODLAND RIDGE POE LLC	\$	9,916,670	\$	8,700,000	REAL
TOTAL	\$	2,846,034,980	\$	2,613,584,560	

2018 ACTIVE LAWSUITS

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

2018 SETTLED LAWSUITS

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

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

RESI SFR SUB LLC	\$	150,180	\$	144,200	REAL	
RESI SFR SUB LLC	\$	126,130	\$	126,130	REAL	
RESI SFR SUB LLC	\$	136,060	\$	125,100	REAL	
RFI WESTWOOD VILLAGE LLC	\$	19,500,000	\$	17,700,000	REAL	
ROCHELLE PLACE L P	\$	5,200,000	\$	5,040,000	REAL	
ROCHELLE PLAZA ASSOCIATES	\$	5,518,780	\$	5,518,780	REAL	
ROSEMONT SUMMIT OPERATING LLC	\$	57,335,000	\$	52,750,000	REAL	*
SANDLIAN COLBY B &	\$	2,364,600	\$	2,128,000	REAL	
SAVOY DALLAS HOTELS LLC	\$	8,430,050	\$	7,390,000	REAL	
SEARITAGE SRC FINANCE LLC	\$	4,800,000	\$	3,400,000	REAL	
SECURITY PORTFOLIO IV LP	\$	2,737,130	\$	2,737,130	REAL	
SEDONA PARK APARTMENTS LLC	\$	16,000,000	\$	16,000,000	REAL	
SHIV INC	\$	4,643,630	\$	4,000,000	REAL	
SOUTHERN UNITED ENTERPRISES	\$	114,130	\$	114,130	PERSONAL	
SPARTRA LLC	\$	3,892,460	\$	3,550,000	REAL	
SRP SUB LLC	\$	149,330	\$	141,540	REAL	
SRP SUB LLC	\$	150,490	\$	140,640	REAL	
SRP SUB LLC	\$	202,660	\$	202,660	REAL	
SRP SUB LLC	\$	214,790	\$	214,790	REAL	
SWETA PATEL LLC	\$	3,800,000	\$	3,800,000	REAL	
TACO BUENO RESTUARANTS INC	\$	89,210	\$	89,210	PERSONAL	
TACO BUENO RESTUARANTS INC	\$	75,970	\$	75,970	PERSONAL	
TACO BUENO RESTUARANTS INC	\$	439,110	\$	439,110	PERSONAL	
TAH 2017 1 BORROWER LLC	\$	134,430	\$	134,430	REAL	
TAH HOLDING LP	\$	151,020	\$	137,410	REAL	
TAH HOLDING LP	\$	155,780	\$	140,200	REAL	
TAH HOLDING LP	\$	143,870	\$	140,010	REAL	
TAH HOLDING LP	\$	118,670	\$	109,400	REAL	
TAH HOLDING LP	\$	144,180	\$	137,730	REAL	
TAH HOLDING LP	\$	169,960	\$	158,000	REAL	
TAH HOLDING LP	\$	139,740	\$	133,710	REAL	
TCI 600 LAS COLINAS INC	\$	72,200,000	\$	68,000,000	REAL	*
TCI MERIDIAN ACRES LLC	\$	2,023,990	\$	2,023,990	REAL	
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL	
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	18,500,000	REAL	
TOWNE NORTH SC PTNR LTD	\$	6,912,490	\$	6,575,700	REAL	
TOWNE NORTH SC PTNR LTD	\$	3,179,190	\$	3,024,300	REAL	
TR ATRIUM LP	\$	13,845,000	\$	13,000,000	REAL	
TR ATRIUM LP	\$	8,470,000	\$	7,500,000	REAL	
TRUE DFW2015 1 HOMES LLC	\$	150,900	\$	147,980	REAL	
TRUE DFW2015 1 HOMES LLC	\$	103,390	\$	101,370	REAL	
TSCA52 LP	\$	2,420,000	\$	1,800,000	REAL	
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	100,000	PERSONAL	
URBAN WOODSIDE APARTMENTS LP	\$	8,900,000	\$	7,975,000	REAL	
US SFE ASSET COMPANY 1 LLC	\$	138,140	\$	124,330	REAL	
VAC APARTMENTS LLC	\$	10,000,000	\$	8,600,000	REAL	
VUKOTA BRIDGEPORT APTS LP &	\$	21,000,000	\$	18,900,000	REAL	
WALMART REAL ESTATE	\$	11,172,710	\$	10,742,990	REAL	

2017 ACTIVE LAWSUITS

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

2017 SETTLED LAWSUITS

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

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

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
K GARAGE CO LTD	\$ 4,671,700	\$ 4,503,400	REAL
K SERIES III LLC	\$ 97,700	\$ 97,700	REAL
K SERIES III LLC	\$ 650,000	\$ 650,000	REAL
KAMEYAMA KEISHI	\$ 12,500,000	\$ 11,255,000	REAL
KBSIII TOWER AT LAKE CAROLYN LLC	\$ 56,060,000	\$ 53,140,000	REAL *
KENSINGTON APARTMENTS LLC	\$ 13,312,000	\$ 12,400,000	REAL
KHOSROW SADEGHIAN	\$ 98,460	\$ 70,000	REAL
KHOSROW SADEGHIAN	\$ 108,390	\$ 52,000	REAL
KROGER TEXAS LP	\$ 758,210	\$ 758,210	REAL
KROGER TEXAS LP	\$ 1,622,000	\$ 1,622,000	REAL
KROGER TEXAS LP	\$ 1,400,000	\$ 1,400,000	REAL
KROGER TEXAS LP	\$ 3,800,000	\$ 3,800,000	REAL
KROGER TEXAS LP	\$ 910,230	\$ 910,230	REAL
KUMAR SUNDIP	\$ 561,440	\$ 515,000	REAL
LAKE WORTH HOTEL CORP	\$ 4,400,000	\$ 4,200,000	REAL
LAS COLINAS IRVING ACQUISITION CO I	\$ 69,000,000	\$ 66,950,000	REAL *
LAS COLINAS IRVING ACQUISITION CO II	\$ 39,315,000	\$ 38,000,000	REAL *
LEGACY REI GROUP VF LLC	\$ 6,788,830	\$ 6,250,000	REAL
LOWEN TRINITY MILLS	\$ 12,838,950	\$ 10,840,000	REAL
LOWES HOME CENTERS INC	\$ 7,500,000	\$ 7,500,000	REAL
LQ TX PROPERTIES LLC	\$ 8,787,680	\$ 8,639,400	REAL
MAAHIYAA HOTEL LLC	\$ 7,362,310	\$ 4,966,350	REAL
MACYS RETAIL HOLDING INC	\$ 2,977,080	\$ 2,548,660	PERSONAL
MARABELLA AT LAS COLINAS	\$ 21,662,080	\$ 19,083,270	REAL
MARABELLA AT LAS COLINAS	\$ 20,337,920	\$ 17,916,730	REAL
MO DANY REVOCABLE TRUST	\$ 1,750,000	\$ 1,699,000	REAL
MONTERRA APARTMENTS LP	\$ 35,250,000	\$ 33,400,000	REAL *
MUKUNDBHAI PATEL J & DAXABEN	\$ 1,123,710	\$ 960,000	REAL
NEPTUNE VENTURES LLC	\$ 200,000	\$ 200,000	REAL
NEPTUNE VENTURES LLC	\$ 173,410	\$ 173,410	REAL
NEPTUNE VENTURES LLC	\$ 79,730	\$ 79,730	REAL
NEPTUNE VENTURES LLC	\$ 179,410	\$ 179,410	REAL
NEPTUNE VENTURES LLC	\$ 116,810	\$ 116,810	REAL
NEPTUNE VENTURES LLC	\$ 123,030	\$ 123,030	REAL
NEPTUNE VENTURES LLC	\$ 141,600	\$ 141,600	REAL
NEWPORT APARTMENTS PROPERTY 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	\$ 9,050,000	\$ 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

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



ACTION ITEM
6/21/2021

TOPIC: Consider Adoption of Resolution 20-21-15 Regarding ESSER funding and updates to Local Policy CB.

SUBMITTED BY: David T. Bunger, Fernando Natividad

BACKGROUND: on April 28, 2021, TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, which should be used to respond to the pandemic and to address student learning loss as a result of COVID-19. Updates to policy CB Local are necessary in order to make application for the funding and use of the funds.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the approval of Resolution 20-21-15 Regarding ESSER funding and updates to Local Policy CB.

RECOMMENDED BOARD MOTION: I recommend that the Board approve and adopt Resolution 20-21- Regarding ESSER funding and updates to Local Policy CB.

Additional Agenda Sheets Attached: Yes No

Resolution 20-21-15 – English

Resolution 20-21-15 – Spanish

RESOLUTION NO. 20-21-15

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REGARDING ESSER III, FEDERAL FUNDING AND POLICY CB(LOCAL), STATE AND FEDERAL REVENUE SOURCES

On this 21ST day of June, 2021, the Board of Trustees of the Irving Independent School District convened in regular session with sufficient members present to constitute a quorum, and among other proceedings had by said Board of Trustees were the following:

WHEREAS, on April 28, 2021, TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, which should be used to respond to the pandemic and to address student learning loss as a result of COVID-19;

WHEREAS, TEA published guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop local board policy to address how the district will provide the required public notice regarding federal grants and awards for consistency;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that a need exists to adjust local policy provisions to address public notice for federal grants and awards and approval of required grant plans;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Irving Independent School District adopts the following text for inclusion at CB(LOCAL), State and Federal Revenue Sources:

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

The change to CB(LOCAL) is effective based on the adoption date of this resolution.

Adopted this 21st day of June, 2021, by the Board of Trustees.

IT IS SO RESOLVED.

PASSED, APPROVED AND ENACTED by the Board of Trustees of the Irving Independent School District, Irving, Texas, on the 21st day of June, 2021, at a duly constituted meeting for which notice was timely given and a quorum was present.

Randy Randle, President
Board of Trustees
Irving Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:



Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

David Bungler
General Counsel
Irving Independent School District



ELEMENTO DE ACCIÓN
6/21/2021

TEMA: Considerar la aprobación de la Resolución 20-21-15 Sobre los Fondos ESSER y Actualizaciones de la Política Local CB.

PRESENTADO POR: David T. Bungler, Fernando Natividad

ANTECEDENTES: El 28 de abril de 2021, la TEA notificó a los distritos escolares sobre la oportunidad de solicitar su asignación del Fondo de Ayuda de Emergencia para Escuelas Primarias y Secundarias III (ESSER III, por sus siglas en inglés), que debe usarse para hacer frente a la pandemia y para abordar la pérdida del aprendizaje estudiantil debido a la COVID-19. Es necesario actualizar la Política CB Local para solicitar los fondos y usarlos.

RECOMENDACIÓN ADMINISTRATIVA: La administración recomienda la aprobación de la Resolución 20-21-15 Sobre los Fondos ESSER y Actualizaciones de la Política Local CB.

PROPOSICIÓN RECOMENDADA POR LA JUNTA: Propongo que la Junta apruebe la Resolución 20-21-15 Sobre los Fondos ESSER y Actualizaciones de la Política Local CB.

Se adjuntan hojas de agenda adicionales Sí No

Resolución 20-21-15: versión en inglés.

Resolución 20-21-15: versión en español.

RESOLUCIÓN NÚM. 20-21-15

UNA RESOLUCIÓN DE LA JUNTA DIRECTIVA DEL DISTRITO ESCOLAR INDEPENDIENTE DE IRVING SOBRE ESSER III, FINANCIAMIENTO FEDERAL Y LA POLÍTICA CB (LOCAL), FUENTES DE INGRESOS ESTATALES Y FEDERALES

En esta fecha del 21 de junio del 2021, la Junta Directiva del Distrito Escolar Independiente de Irving se reunió en un periodo ordinario de sesiones con el suficiente número de miembros presentes para formar un quórum, y entre otros procedimientos que dicha Junta Directiva tuvo incluyeron los siguientes:

CONSIDERANDO QUE, el 28 de abril del 2021, la TEA notificó a los distritos escolares sobre la oportunidad de solicitar su asignación del Fondo de Ayuda de Emergencia para Escuelas Primarias y Secundarias III (ESSER III, por sus siglas en inglés), que debe usarse para hacer frente a la pandemia y para abordar la pérdida del aprendizaje estudiantil debido a la COVID-19;

CONSIDERANDO QUE, la TEA publicó directrices sobre cómo pueden usarse estos fondos y sobre los requisitos de conformidad locales que los distritos escolares deberán cumplir, incluyendo una recomendación que los distritos elaboren una política local de la directiva para abordar cómo el distrito proporcionará la notificación pública requerida sobre las subvenciones y los premios federales para uniformidad;

CONSIDERANDO QUE, el Código de Educación de Texas 11.151 le otorga a la Junta Directiva la facultad exclusiva y el deber de regular y supervisar la administración de las escuelas públicas y del Distrito; y

CONSIDERANDO QUE, la Junta determina que existe la necesidad de modificar las cláusulas para abordar la notificación pública para las subvenciones y los premios federales y para la aprobación de los planes requeridos para las subvenciones;

AHORA, POR LO TANTO, SE RESUELVE que la Junta Directiva del Distrito Escolar Independiente de Irving aprueba la inclusión del siguiente texto al CB (LOCAL), Fuentes de Ingresos Estatales y Federales:

- El Distrito notificará al público de las solicitudes de subvenciones federales mediante un tema de información en la reunión de la directiva y publicando la información en el sitio web del distrito. El Distrito ofrecerá oportunidades de recabar la opinión pública como lo exige la ley o el organismo que concede subvenciones.
- El superintendente aprobará los planes requeridos para la subvención y el premio.

El cambio al CB(LOCAL) entrará en vigor partiendo de la fecha de aprobación de esta resolución.

Aprobado en esta fecha del 21 de junio del 2021 por la Junta Directiva.

ASI SE RESUELVE.

ACEPTADO, APROBADO Y PROMULGADO por la Junta Directiva del Distrito Escolar Independiente de Irving, en Irving, Texas, el 21 de junio del 2021 en una reunión debidamente constituida para la cual hubo una notificación oportuna y hubo un quórum presente.

Randy Randle, presidente
Junta Directiva
Distrito Escolar Independiente de Irving

SIENDO TESTIGO:

Pamela Campbell, secretaria
Junta Directiva
Distrito Escolar Independiente de Irving

**APROBADO COMO FORMALIDAD
SOLAMENTE POR:**



David Bungler
Abogado general
Distrito Escolar Independiente de Irving



CONSENT AGENDA ITEM

06/21/2021

TOPIC: Consider Approval of Irving Independent School District Regional Day School Program for the Deaf 2021-2022 Shared Services Arrangement Agreement

SUBMITTED BY: Dr. Cynthia Laird, Executive Director of Learning Programs and Dr. Michelle Edwards-Scott, Director of Special Education

BACKGROUND: The purpose of this agreement is to continue the cooperative arrangement between Irving, Duncanville, and Grand Prairie Independent School Districts. This agreement requires Irving ISD Regional Day School Program for the Deaf to consider serving students identified with a hearing impairment which severely impacts processing linguistic information through hearing even with recommended amplification and which adversely affects educational performance. The services are further subject to a recommendation by an Admission Review and Dismissal committee.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the Irving Independent School District Regional Day School Program for the Deaf 2021-2022 Shared Services Arrangement Agreement.

RECOMMENDED BOARD MOTION: I move that the Board approve the 2021-2022 Shared Services Arrangement Agreement.

Additional Agenda Sheets Attached: Yes No

Attachment:

- Irving ISD Regional Day School Program for the Deaf 2021-2022 Shared Services Arrangement Agreement

**IRVING REGIONAL DAY SCHOOL
PROGRAM FOR THE DEAF**

**SHARED SERVICES
ARRANGEMENT AGREEMENT**

Irving Independent School District, hereinafter "IISD," acting as Fiscal Agent Member District and Member Duncanville Independent School District, and Grand Prairie Independent School District, and, hereinafter "Member Districts," agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 et seq., as the Irving Regional Day School Program for the Deaf, ("IRDSPD"). School Districts who are parties to this Agreement shall be referred to as Member Districts for purposes of this Agreement. Member Districts agree that:

1. GENERAL COVENANTS AND PROVISIONS

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairment who are residents of and enrolled in the School Districts indicated above. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the IRDSPD, subject to the ARD committee recommendation.

1.2 The Member Districts do not intend by entering into this Agreement, or otherwise, to create a separate or additional legal entity.

1.3 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S. C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and TEA's Financial Accountability System Resource Guide, Volume 13 §1.3; implementing regulations for all applicable statutes.

1.4 All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 et seq., and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, IEP or Individualized Education Program, LEA, or Local Education Agency, LRE or Least Restrictive Environment, SEA or State Education

Agency, MOE, or Maintenance of Effort, ESEA or Elementary and Secondary Education Act, and ARD or Admission, Review and Dismissal. Cluster Site is defined as the centralized program where students receive direct deaf education services, and which is determined to be the LRE for certain Auditorily Impaired students.

1.5 AI students not enrolled in the IRDSPD who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the IRDSPD for direct services. The IRDSPD SSA shall, upon written request to the IDSPD SSA Director, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the RDSPD SSA Director of the RDSPD SSA, the RDSPD SSA will make available personnel for consultation. Any Member District, other than Irving I SD, seeking to access these services shall be charged a service fee in an amount not to exceed F O U R H U N D R E D D O L L A R S (\$400.00) dollars for a half day of services. Half day is defined as four hours or less. For each hour of services that exceed a half day period, the Member District will be charged ONE HUNDRED DOLLARS (\$100.00) per hour.

1.6 Should a Local Education Agency ("LEA") seek to become a Member District of the RDSPD SSA, a written request must be provided to the Chief Administrator of the IRDSPD for the management board's consideration on or before August 1 preceding the fiscal year it intends to join. It is agreed that any reconfiguration is subject to TEA timelines and approval by all Member Districts' Boards of Trustees.

2. MANAGEMENT

2.1 The Management Board, comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees, shall govern the IRDSPD. The Management Board will meet semi-annually each school year.

2.2 The Executive Director of Special Education or Director of the IRDSPD SSA for the Fiscal Agent Member District will be the Chairperson of the Management Board. A RDSPD SSA Manager or his or her designee will serve as Secretary of the Management Board and record, prepare, and maintain official minutes of the meetings.

2.3 The Fiscal Agent, on behalf of the SSA, may purchase goods and services necessary to administer and operate the IRDSPD SSA.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts. A quorum is defined as a majority of all the Member Districts of the IRDSPD SSA. Each management board member present has only one vote.

2.5 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from all boards of trustees of the Member Districts.

3. PERSONNEL

3.1 The Supervisor of the IRDSPD SSA will be the Director of the IRDSPD. The Director shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the Director and do not require Management Board action. Additionally, the Director, in his/her discretion, or at the request of a Member District, may provide feed-back regarding the delivery of instructional services by IRDSPD staff.

3.2 The Fiscal Agent district shall be responsible for the employment of the IRDSPD personnel, the personnel who are performing services under this Agreement. IRDSPD personnel which may include deaf education certified teachers, speech therapists, interpreters, counselors, teacher assistants, administrators, and itinerant teachers, are employed by the Fiscal Agent and are subject to all policies and procedures of the Fiscal Agent district, including but not limited to all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent salary schedule shall apply to IRDSPD personnel. IRDSPD personnel will be evaluated in accordance with Irving ISD personnel evaluation policies and procedures. All individuals providing services must be appropriately certified or licensed to perform the applicable services.

3.3 All IRDSPD personnel matters shall be handled in accordance with the policies and procedures of the Fiscal Agent district.

3.4 Any hearing on a IRDSPD employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of Irving ISD.

4. FISCAL AGENT

4.1 The Fiscal Agent for the IRDSPD is the Irving Independent School District which is accredited and serves grades Early Childhood through 12.

4.2 The Fiscal Agent is responsible for preparing the operational budget for the IRDSPD. The Fiscal Agent will account for salaries and expenses of IRDSPD personnel as set forth in the Agreement and operating expenses. The parties acknowledge that the Fiscal Agent may access total state and federal allocations, such as IDEA PART B funds, Part C funds (ECI); state deaf funds; and any other funding received for the purpose of furthering this program. Member District per pupil fees are based on expenditures that exceed all the total state and federal allocations as set forth in Exhibit A. It is agreed and understood the Irving ISD special education funds (IDEA funds which are not dedicated to deaf education) will not be applied toward the IRDSPD operational budget.

4.3 The Fiscal Agent must provide services for children age birth - 3. These services include all collaboration efforts with Early Childhood Intervention serving IRDSD students, ages 0-3.

4.4 The Fiscal Agent shall be responsible for receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Irving Independent School District Board of Trustees. Additionally, the Fiscal Agent shall provide accounting services, reports, IRDSPD records, and suitable facilities for Regional Day School for the Deaf administrative and support staff and shall perform any other responsibilities of the program in accordance with IRVING ISD policies and procedures. Each Member District retains sole responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009. Any claims regarding the misapplication of such funds will be the responsibility of the Member District to which the funds were assigned by the TEA.

4.5 The Fiscal Agent shall prepare and submit any reports required by federal or state law. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.6 The Fiscal Agent shall maintain fiscal records, personnel records and payroll systems as required by district policy, state, and federal laws.

4.7 The Fiscal Agent, where the student attends a cluster site, shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student receives itinerant service will prepare all required PEIMS student data reports on the 163 Record for students receiving IRDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served itinerantly by the IRDSPD, it is agreed and understood that Member Districts which failed to submit the PEIMS record will be responsible for any financial deficit resulting there from.

4.8 The Fiscal Agent Member District (IRVING ISD) shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The IRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and any other fixed or liquid assets or facilities belonging to the Fiscal Agent Member District. Personal property purchased by a Member District with that Member District's funds will remain the property of that Member District. The member district may retain ownership of such personal property including but not limited to, assistive technology or other specialized device or equipment paid for by the Member District and provided for the use of its IRDSPD student(s). The Fiscal Agent shall retain proof of ownership and any applicable insurances or warranties.

4.9 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the SSA's funds, if any, will be divided equally among the Member Districts. Assets will be divided consistent with 4.8 herein. Following the vote to dissolve the SSA, the dissolution will take effect on July 1. All TEA timelines and requirements for documentation of affected parties shall apply.

4.10 Agreements pertaining to purchase of real property shall supersede any provisions herein.

4.11 In order to comply with the requirements of TEC §29.313, TEA has supported the development of an RDSPD peer review process through ESC Region 20. RDSPD SSAs must participate in the peer review process at least every four years.

5. Fiscal Practices and Member District Responsibilities

5.1 Administrative costs, including, but not limited to, all costs and salaries related to the Director, supervisors, speech therapists, counselors, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, and contracts with outside service providers, including, but not limited to audiologists, interpreters, and consultants, as well as any uncontrollable costs, incurred by the IRDSPD SSA, over and above the amount of state deaf and/or federal funds shall be funded by the Member Districts as set forth in Exhibit A incorporated herein by reference.

5.2 For any student enrolled in a cluster site or served itinerantly on or before PEIMS Snapshot, the billing will be for current year services.

5.3 Each Member District will provide and maintain Hearing Assistive Technology for itinerant students served in the home school district.

5.4 Member District requiring an Auditory Impaired (AI) representative will be charged TWO HUNDRED AND FIFTY DOLLARS (\$250) per each Admission Review and Dismissal (ARD) meeting.

5.5 Each Member District shall remit the fee, as set forth in Section 5.1 (Exhibit A), owed to IRDSPD by June 1 of the current school year. A late fee of 10% of the entire amount to be submitted will be assessed for any payments not received by June 1.

5.6 6 Cost of residential placement for any student shall be the sole responsibility of the Member District of which the student is a legal resident with no joint liability of Member Districts.

5.7 A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1st. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon delivery of such notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA. The withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective June 30. The cost of any equipment not returned will be charged against the withdrawing member district. A withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

5.8 Member Districts agree that any funds assessed under IRDSPD SSA or this Agreement will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent. Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. Each Member District retains responsibility for funds, if any, related to the American Recovery and Re-Investment Act of 2009.

5.9 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the IRDSPD SSA operations. Member Districts retain responsibility for maintaining student eligibility folders.

5.10 Except as otherwise provided herein, Member Districts who are parties to this contract are ultimately responsible for the education of all students with Auditory Impairments within its district boundaries, whether the child is served in the local program, the RDSPD, or other placements. Such responsibility includes the provision of any related services as determined

necessary by the ARD committee. For students who are being served in the IRDSPD SSA Cluster Site, the IRDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Auditory Training
- Audiological Management
- Speech and Language Assistance
- Occupational and Physical Therapy Services
- Adapted Physical Education
- Vision Services
- Itinerant Teachers
- Student Counseling
- Specialized Hearing Assistive Technology
- Sign Language Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation
- Staff Professional Development
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any services referenced herein is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any IRDSPD service shall be funded consistent with the terms set forth herein.

For students who are being served by IRDSPD on an itinerant basis, the IRDSPD will make available the following:

- Itinerant Deaf Education Teachers
- Parent Education
- Hearing Assistive Technology (additional fee)
- Staff Professional Development
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

The provision of any itinerant services is contingent upon the ARD Committee determination that such services are necessary and appropriate. It is further agreed that any IRDSPD service shall be funded consistent with the terms set forth herein.

5.11 If an ARD committee determines a IRDSPD cluster site student requires an Intensive Support for Assistance and/or specialized equipment, the SSA member district shall be liable for all costs associated and shall reimburse the fiscal agent for the amount.

5.12 Member districts requiring initial intellectual, achievement, or psychological evaluations will be charged FOUR HUNDRED DOLLARS (\$400). Any initially required Audiological or Otological examinations/evaluations will be charged the fee of the professional performing the evaluation.

6. Legal Responsibilities

6.1 Each Member District with resident students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each student. Students who reside in another Member District and who attend Cluster Sites are not considered legal transfers of Irving I SD, Fiscal Agent. The sending District continues to serve the role as the LEA to the extent permitted by TEA, Member Districts where the student resides or where s t u d e n t s a r e e n r o l l e d w i l l b e c o u n t e d i n t h a t M e m b e r D i s t r i c t ' s a c c o u n t a b i l i t y r e p o r t .

6.2 The Member District wherein the student resides or in which the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student including but not limited to special education due process hearings brought pursuant to the IDEA The Member District shall have the right to control the defense of such action, and shall be responsible for all costs in such defense and all damages and obligations arising therefrom.

6.3 If the IRDSPD SSA, the Fiscal Agent, and/or any of their respective employees, agents or officers are named as a party in litigation under the IDEA (a Special Education Due Process Hearing or lawsuit filed in Federal or State Court) or Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served under this Agreement, the Member District wherein the student resides remains responsible for legal costs, court costs, attorney's fees and damages or settlement costs resulting from litigation directly involving such student including reimbursement to the IRDSPD SSA or the Fiscal Agent for any such costs incurred by the IRDSPD SSA or the Fiscal Agent.

6.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, o r litigation arising from or related to an employee with whom the Member District h a s a n e m p l o y m e n t c o n t r a c t o r w i t h w h o m t h e M e m b e r D i s t r i c t h a s a n e m p l o y m e n t r e l a t i o n s h i p . The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom it has an employment contract or employment relationship.

6.5 5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

6.6 The Member Districts and the Fiscal Agent agree to negotiate in good faith to resolve any disputes that may arise among or between some or all the parties to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split among the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person called a mediator, who will help resolve the dispute informally and confidentially. Mediators facilitate the resolution of dispute but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. If legal action ensues, venue shall lie in Dallas County.

6.7 Except as otherwise provided herein, each Member District and IRDSPD SSA bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.

7. Cluster Sites

7.1 The IRDSPD Cluster Sites will be located within Irving ISD boundaries at locations as determined by the IRDSPD chief administrator.

8. Interpreter Services for School Sponsored Activities Outside the Instructional Day

8.1 It is the responsibility of the Member District of the AI student's residence fund interpreter services for students participating in after-school non-academic activities. This includes, but is not limited to, UIL events, athletics, extra - curricular , tutoring and any other extra-curricular activity sponsored by a school district. Irving ISD will make available interpreter services based upon a fee as determined by Irving ISD.

8.2 Enrollment into summer enrichment programs will be at the discretion of the Member District. Irving ISD will make available interpreter services based on a fee as determined by Irving ISD.

11. The Agreement

Grand Prairie ISD does not agree to automatic renewals TR

11.1 This agreement will be ~~automatically renewed~~ by each Member District Annually unless notification of withdrawal is given by a Member District of the Fiscal Agent or the program is otherwise terminated by action of TEA.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the IRDSPD SSA.

11.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.

11.4 This Agreement is governed by the laws of the State of Texas.

11.5 If any provision of this Agreement becomes or is held to be in violation of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code § 29.007.

11.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

11.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

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Executed on this 1st day of July 2021.

Grand Prairie Independent School District


Interim Deputy Superintendent of Business Signature

5-13-2021
Date of Approval

Executed on this 1st day of July 2021.

Irving Independent School District

Superintendent

Randy Randle, President
Board of Trustees
Irving Independent School District

Attest:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

Approved as to Form Only:

David Bunger, Attorney
General Counsel
Irving Independent School District

EXHIBIT A

IRVING REGIONAL DAY SCHOOL FOR THE DEAF AVERAGE

COSTS PER STUDENT IN A CLUSTER SITE = \$12,000*

Classroom Teachers	8,800
Educational Diagnosticians	1,069
Educational Audiologists	1,200
Speech	949
Paraprofessionals/Interpreters	5863
Counselor	262
Administrative	184
Audiological Costs	538
Equipment	632
Supplies/Materials	295
Professional Development of Teachers	200
Indirect Costs	500
Substitutes	250
Total	\$20,900

Deaf State and Federal Budgets - 2019/2020

- State Deaf Funds = \$859,479
- IDEA-B Discretionary Deaf (Preschool and Formula)
- IDEA-C - ECI Deaf

66 students = \$8,931.00 per student

Cost of educating student versus Deaf State and Federal monies

\$20,931

\$8,931

Amount Due Per Student \$ 12,000*

* Cost for students not placed within lower functioning classrooms.

IRVING REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ADDITIONAL SHARED SERVICES ARRANGEMENT COSTS

Low Functioning Classes:

Need for teacher assistant; students escorted to restrooms; more one on one assistance.
class size smaller; average teacher assistant's salary - \$25,000

Per child cost (low functioning class) $\$3,000 + \$12,000 = \$15,000$

IRVING REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF

ITINERANT/PARENT INFANT STUDENT COSTS

Itinerant/Parent Teacher Visits in home district

Average Teacher Cost= \$74,333

Itinerant Teacher Visits Per Week= approximately 20 visits

Cost per one visit per week = \$3,700*

- * Average travel cost per itinerant teacher- \$300 per month
- ** No funding from State for consultation/monitor services
- *** Average travel cost per itinerant teacher - \$275 per month

Executed on this 1st day of July 2021.

Irving Independent School District

Superintendent

Randy Randle, President
Board of Trustees
Irving Independent School District

Attest:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

Approved as to Form Only:



David Bunger, Attorney
General Counsel
Irving Independent School District

CONSENT AGENDA ITEM
6/21/2021

TOPIC: Consider Approval of the Optional Flexible School Day Program at Cardwell Career Preparatory Center

SUBMITTED BY: Assistant Chief of Campus Operations & Attendance Initiatives PK-12, Dr. Lance Campbell and Executive Director of Planning, Evaluation, and Research, Dr. Dorian Galindo

BACKGROUND: The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code §29.0822(a). The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or are behind in core subject courses.

ADMINISTRATIVE RECOMMENDATION: Districts must submit an annual application notifying the Texas Education Agency of their plans to continue or participate in the OFSDP. The program does require that the board of trustees of the school district or the governing board of the open-enrollment charter school approve the program before the district continues or applies to operate an OFSDP. Administration recommends the Board to approve the application submission for the 2021-2022 School Year to ensure compliance.

RECOMMENDED BOARD MOTION: I move that the Board approve Administration's request to submit the annual application to the Texas Education Agency to ensure the implementation of the Optional Flexible School Day Program at Cardwell Career Preparatory Center.

Additional Agenda Sheets Attached: Yes No

CONSENT AGENDA ITEM
6/21/2021

TOPIC: Consider Approval of an Interlocal Agreement between University of Texas at Arlington and the Irving Independent School District for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate Nursing Program.

SUBMITTED BY: Karyn Beauchamp, MSN, MBA/HCM, RN, Director of Clinic and Health Services

BACKGROUND: The Irving ISD continues to provide exceptional learning for college nursing students completing their Community Health coursework and clinicals with professional registered nursing staff in Irving ISD. Irving ISD has been affiliated with the University of Texas at Arlington College of Nursing for many years and we work together to provide excellent clinical instruction for approximately 10-20 students each semester through this partnership. The college students are assigned to the registered nurse on a campus and spend one day a week learning the importance of school nursing and how the profession positively impacts students and increases student attendance by addressing the complex medical needs of children every day. This program has been able to broaden the knowledge base of future nurses and provides the many skills necessary to pursue a career in school nursing. Many of the student nurses state they never knew how much responsibility the school RN has in the school setting and how incredible it is to work with students, parents, and staff daily. This has led to many nurses returning to our district and/or school nursing. The agreement extends this service for the next five years. The Interlocal Agreement is attached for review.

ADMINISTRATIVE RECOMMENDATION: The administration recommends approval of the Interlocal Agreement between University of Texas at Arlington and Irving Independent School District for Intern and clinical nursing educational experience for the Baccalaureate and Graduate Nursing Program.

Additional Agenda Sheets Attached: Yes No

- Interlocal Agreement between University of Texas at Arlington and the Irving Independent School District for Intern and clinical nursing educational experience for the Baccalaureate and Graduate Nursing Program

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CLINICAL AFFILIATION AGREEMENT

BETWEEN

**UNIVERSITY OF TEXAS AT ARLINGTON COLLEGE OF NURSING
AND HEALTH INNOVATION**

AND

IRVING INDEPENDENT SCHOOL DISTRICT

WHEREAS, the purpose of this AFFILIATION AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements and agreements in furtherance thereof to provide high-quality clinical learning experiences for clinical students in the Texas Woman's University, College of Nursing Program, hereinafter referred to as "Program." This AFFILIATION AGREEMENT (the "AGREEMENT") is made between **UNIVERSITY OF TEXAS AT ARLINGTON** on behalf of its **COLLEGE OF NURSING and HEALTH INNOVATION**, hereinafter referred to as "UTA," and **IRVING INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "IRVING ISD." UTA and IRVING ISD shall be collectively referred to hereinafter as the "Parties."

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet UTA's accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The IRVING ISD will provide clinical student and faculty, if applicable, access to appropriate resources for clinical student education.
- UTA is ultimately responsible for the nursing education program, academic affairs, and the assessment of clinical students.
- UTA is primarily responsible for the appointment and assignment of faculty members with responsibility for clinical student teaching.
- Shared responsibility of UTA and IRVING ISD for the specification of responsibility for treatment and follow-up when a clinical student is exposed to an infectious or environmental hazard or other occupational injury.
- Shared responsibility of UTA and IRVING ISD for creating and maintaining an appropriate learning environment.
- Confirmation that UTA's campus Associate Deans have authority to ensure faculty and clinical student access to appropriate resources for clinical student education when department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, neither Party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties identified in this AGREEMENT agree as follows:

A. Responsibilities of UTA

1. UTA will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the IRVING ISO only those students who have satisfactorily completed the prerequisite didactic portions of UTA's curriculum.
2. UTA will retain ultimate responsibility for the education and assessment of its students. UTA's representative for this AGREEMENT shall be a faculty member appointed and assigned by UTA who will be responsible for clinical student teaching and assessment provided pursuant to this AGREEMENT.
3. UTA will advise all students assigned to the IRVING ISO facilities regarding the confidentiality of patient/client records and patient/client information imparted during the educational experience. UTA will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
4. UTA will require all participating students to have completed an appropriate criminal background check and to have documented appropriate immunizations on file with UTA. If applicable, the IRVING ISO shall notify the student of any requests for evidence of criminal background test or immunization. UTA will inform the student of his/her responsibility to provide evidence to the IRVING ISO of any required criminal background checks or immunizations, when requested. The IRVING JSD shall notify UTA of its requirements of an acceptable criminal background check and required immunizations. UTA will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the IRVING ISD'S policies and practices and that the cost of any such test will be paid by the student. not the IRVING ISD.
5. UTA will advise students that they are required to comply with IRVING ISO rules, regulations, and procedures.
6. If requested by the IRVING ISO, UTA will provide instruction to the IRVING ISD's staff with respect to UTA's expectations regarding assessment of UTA's students at the IRVING ISO.
7. UTA warrants and represents that it provides claims-based professional liability insurance or self-insurance for its students with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate. However, if UTA is a public entity entitled to governmental immunity protections under applicable state law, then UTA shall provide claims-based professional liability coverage in accordance with any limitations associated with the applicable law; but UTA shall provide such insurance with limits of at least

\$1,000,000 per claim and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the IRVING ISO, UTA shall provide a certificate of insurance demonstrating coverage for students completing clinical education at the IRVING ISO.

B. Responsibilities of the IRVING 15D

1. The IRVING ISO has a responsibility to maintain a positive, respectful, and adequately-resourced learning environment so that sound educational experiences can occur. Therefore, the IRVING ISO will provide students and faculty with access to appropriate resources for clinical student education, including a) access to patients at IRVING ISO facilities in an appropriately-supervised environment, in which the students can complete UTA's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required education for clinical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access, as applicable; e) secure storage space for clinical students' personal items when at the IRVING ISO; and f) access to call rooms, if necessary.
2. The IRVING ISO will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in IRVING ISO's facilities, students will have the status of trainees, are not to replace IRVING ISO staff, and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the Program. IRVING ISO and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of education.
3. The IRVING ISO staff will, upon request, assist UTA in the assessment of the learning and performance of participating students by completing assessment forms provided by UTA and returned to UTA in a timely fashion.
4. The IRVING ISO will provide for the orientation of UTA's participating students as to the IRVING ISO's rules, regulations, policies, and procedures.
5. The IRVING ISO agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the IRVING ISO, the IRVING ISO, upon notice of such incident from the student, will provide such emergency care as is provided to its employees, including, where applicable, examination and evaluation by IRVING ISO's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV),

and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that IRVING ISO does not have the resources to provide such emergency care, IRVING ISO will refer such student to the nearest emergency facility. The clinical students will bear financial responsibility for any charges generated.

6. To the extent the IRVING ISO generates or maintains educational records related to the participating student, the IRVING ISO agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to UTA, and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT, pursuant to FERPA, UTA hereby designates IRVING ISO as a UTA official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to UTA's records is required by IRVING ISO to carry out the Program.
7. Upon request, the IRVING ISO will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
8. The IRVING ISO will provide written notification to UTA promptly if a claim arises involving a student. The IRVING ISO and UTA agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
9. The IRVING ISO will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The IRVING ISO will notify UTA's clinical placement coordinator if such an action is required. It is understood that only UTA can dismiss a student from its education degree Program. If the IRVING ISO requests removal of a student from the IRVING ISO, however, UTA will comply with that request.
10. The IRVING ISO shall identify a site coordinator from among its staff who will communicate and cooperate with UTA's clinical placement coordinator to ensure faculty and clinical student access to appropriate resources for the clinical education experience.

C. Mutual Responsibilities

1. Representatives for each Party will be established on or before the execution of this AGREEMENT.
2. The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between UTA and IRVING ISO representatives to resolve any problems or develop any improvements in the operation of the Program.



3. UTA will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using UTA facilities. The IRVING ISO will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the IRVING ISO facilities.
4. UTA and the IRVING ISO will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation, disability, or any other basis protected by law.
5. UTA, including its faculty, staff, clinical students, and residents, and IRVING ISO share responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. IRVING ISD shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A and communicate student violations to UTA. UTA agrees to require its students to adhere to the expectations set forth in Exhibit A.
6. IRVING ISO may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the IRVING ISO. The IRVING ISD will immediately notify the appropriate office of UTA if such an action is required and the reasons for such action. UTA may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. UTA will notify the IRVING ISD if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution by both Parties to the covered clinical education experience(s) and will continue for **five (5)** years. This AGREEMENT may be renewed for additional five (5)-year terms upon written agreement by both Parties. Notwithstanding the foregoing, HOST AGENCY shall be under no obligation to accept students from any program at TWU during the term of this AGREEMENT and shall not be considered in violation of this AGREEMENT for not doing so.

This AGREEMENT may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students already scheduled to train at IRVING ISD will be permitted to complete any previously scheduled clinical assignment at IRVING ISD.

E. Employment Disclaimer

The students participating in the Program will not be considered employees or agents of the IRVING ISO or UTA for any purpose. Students will not be entitled to receive any compensation from IRVING ISO or UTA or any benefits of employment from IRVING ISO or UTA, including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. IRVING ISO will not be required to purchase any form of insurance for the benefit or protection of any student of UTA.

F. Health Insurance Portability and Accountability Act

Students participating in clinical education pursuant to this AGREEMENT are members of the IRVING ISO's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the IRVING ISO and, as stated in paragraph E above, does not establish an employment relationship.

G. No Agency Relationship between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided, specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other.

I. Governmental Immunity

It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as an express or implied waiver by UTA of its governmental immunity or of its state governmental immunity; an express or implied acceptance by UTA of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental

immunity laws; or, a pledge of the full faith and credit of a debtor contract: or, as the assumption by UTA of a debt, contract, or liability of the IRVING ISO.

J. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

K. Notices

All notices provided by either Party to the other will be in writing, delivered personally, by certified or registered mail. return receipt requested, or by overnight courier, and will be deemed to have been duty given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other Party as indicated below:

- If to UTA: **UNIVERSITY OF TEXAS AT ARLINGTON**
College of Nursing and Health Innovations
Attn: Contract Specialist
P . O .Box 19407
Arlington, TX 76019

- If to IRVING ISD: **IRVING ISD Administration Building**
Attn: Ms. Karyn Beauchamp, RN, MSN, MBA/HCM
Director of Clinic & Health Services
P.O. Box 152637
Irving, TX 75015-2637

- With a Copy To: David Burger, Chief Legal Counsel
Irving Independent School District
P.O. Box 152637
Irving, Texas 75015-2637

L. No Payments

No payments shall be made between the Parties or to the students in connection with this AGREEMENT.

M. Execution of Agreement

This AGREEMENT shall not become effective or in force until all of the below-named Parties have fully executed this AGREEMENT.

N. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

O. Headlines

Headlines in this AGREEMENT are for convenience only.

P. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the Parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Clinical Affiliation Agreement

IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed by their duly-authorized representatives to be effective as of the day and year below written.

UNIVERSITY OF TEXAS AT ARLINGTON

IRVING INDEPENDENT SCHOOL DISTRICT

ttM
Name: ~~Member~~ Smallwood, PhD
Title: Assistant Vice Provost
Date: 6 May 2021

Name: Randy Randle
Title: President, Board of Trustees
Date: _____

ATTEST:

Digitally signed
by S.rah Baker
Date: 2021.05.03
15:57:14 -0400

Name: Pamela Campbell
Secretary, Board of Trustees
Irving Independent School District
Date: _____

RECOMMENDED BY:

Name: Magda Hernandez
Superintendent of Schools
Irving Independent School District
Date: _____

Approved as to form:

Name: David Bunger, General Counsel
Irving Independent School District

EXHIBIT A

TEACHER-LEARNER EXPECTATIONS

RESPONSIBILITIES OF TEACHERS AND LEARNERS:**Teachers should:**

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clinical experience
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clinical experience
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery. and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers, fellow students, and nursing faculty
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of nursing
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patient's right to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

CONSENT AGENDA ITEM

6/21/2021

TOPIC: Consider Approval of an Interlocal Agreement between Texas Woman's University and the Irving Independent School District for Intern and Clinical Nursing Educational Experience for the Baccalaureate and Graduate Nursing Program.

SUBMITTED BY: Karyn Beauchamp, MSN, MBA/HCM, RN, Director of Clinic and Health Services.

BACKGROUND: Texas Woman's University College of Nursing has an agreement in place with Irving ISD, allowing for college nursing students to complete their clinical rotation in Community Health in the school clinic setting. This partnership not only fulfills the requirements for the Baccalaureate Nursing Degree, but it also provides a wonderful opportunity for nursing students to learn the practice of school nursing. Many students state they never knew how much education and experience the school nurse must have in order to take care of such a large population and how often they teach students, staff, parents and the community. The nursing students spend one day a week with the registered nurse(RN) learning the components of this nursing speciality. The program has been highly successful and many of the professional nurses return to school nursing after they gain more experience in the hospital setting. This Interlocal Agreement would extend this service for an additional five years. The interlocal agreement is attached for review.

ADMINISTRATIVE RECOMMENDATION: The administration recommends approval of the Interlocal Agreement between Texas Woman's University and the Irving Independent School District for Intern and clinical nursing educational experience for the Baccalaureate and Graduate Nursing Program.

Additional Agenda Sheets Attached: Yes No

- Interlocal Agreement between Texas Woman's University and the Irving Independent School District for Intern and clinical nursing educational experience for the Baccalaureate and Graduate Nursing Program.



**CLINICAL AFFILIATION AGREEMENT
BETWEEN
TEXAS WOMAN'S UNIVERSITY
AND
IRVING INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the purpose of this AFFILIATION AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements and agreements in furtherance thereof to provide high-quality learning experiences for clinical students in the **Texas Woman's University** Programs and /or Departments listed in **Exhibit B**, hereinafter referred to as "Program... This AFFILIATION AGREEMENT (the --AGREEMENT') is made between **TEXAS WOMAN'S UNIVERSITY**, a public institution located in Texas, hereinafter referred to as ··Twu:· and **IRVING INDEPENDENT SCHOOL DISTRICT**, an entity physically located in **TEXAS**, hereinafter referred to as ·HOST AGENCY." TWU and HOST AGENCY shall be collectively referred to hereinafter as the "Parties."

WHEREAS, this AGREEMENT is intended to cover HOST AGENCY"s Facilities listed on **Exhibit D** of this Agreement, if HOST AGENCY operates at more than one facility, or at the Facility listed above, if HOST AGENCY has only one location,

WHEREAS, this AGREEMENT is intended and shall be interpreted to meet TWU"s accreditation standards related to affiliation agreements with clinical affiliates which require at a minimum:

- The HOST AGENCY will provide clinical students and faculty, if applicable, access to appropriate resources for clinical student education.
- TWU is ultimately responsible for its education programs, academic affairs, and the assessment of clinical students.
- TWU is primarily responsible for the appointment and assignment of faculty members with responsibility for clinical student teaching.
- Shared responsibility of TWU and HOST AGENCY for the specification of responsibility for treatment and follow-up when a clinical student is exposed to an infectious or environmental hazard or other occupational injury.
- Shared responsibility of TWU and HOST AGENCY for creating and maintaining an appropriate learning environment.

- Confirmation that appropriate TWU Deans and/or clinical coordinators have authority to ensure faculty and clinical student access to appropriate resources for clinical student education when department heads are not also the clinical service chiefs at affiliated institutions.

WHEREAS, the parties agree upon the program-specific obligations listed in **Exhibit E**. if included in this AGREEMENT.

WHEREAS, neither Party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties identified in this AGREEMENT agree as follows:

A. Responsibilities of TWU

1. TWU will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to the HOST AGENCY only those students who have satisfactorily completed the prerequisite didactic portions of TWU's curriculum.
2. TWU will retain ultimate responsibility for the education and assessment of its students. TWU's representative for this AGREEMENT shall be a faculty member appointed and assigned by TWU, who will be responsible for clinical student teaching and assessment provided pursuant to this AGREEMENT.
3. TWU will advise all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the educational experience. TWU will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
4. TWU will encourage all participating students to maintain health insurance and provide proof of health insurance to TWU.
5. TWU will require all participating students, faculty and staff to have completed an appropriate independent criminal background check and to have documented appropriate immunizations on file with TWU, if requested by the HOST AGENCY. If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background test or immunization by the HOST AGENCY. TWU will inform the student of his/her responsibility to provide evidence directly to the HOST AGENCY of any required criminal background checks or immunizations, when requested by the HOST AGENCY. The HOST AGENCY shall notify TWU of its requirements of an acceptable criminal background check and required immunizations. TWU will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the HOST AGENCY'S policies and practices and that the cost of any such test will be paid by the student, if not the HOST AGENCY. Should the criminal background check disclose adverse information that the HOST AGENCY deems unacceptable for continued participation in the Clinical Placement Program, TWU shall immediately decline to place the student at HOST AGENCY or remove the Program Participant from participation in the Clinical Placement Program at HOST AGENCY if adverse information is discovered subsequent to initial placement.

6. TWU will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.
7. If requested by the HOST AGENCY, TWU will provide instruction to the HOST AGENCY's staff with respect to TWU's expectations regarding assessment of TWU's students at the HOST AGENCY.
8. TWU warrants and represents that it provides occurrence-based professional liability insurance or self-insurance for its students with limits of at least \$ 1,000,000 per occurrence and \$3,000,000 annual aggregate. TWU, as a public entity entitled to governmental immunity protections under applicable state law provides occurrence-based liability coverage in accordance with any limitations associated with the applicable law, however TWU shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by the HOST AGENCY, TWU shall provide a certificate of insurance demonstrating coverage for students completing clinical education at the HOST AGENCY at HOST AGENCY's request.

B. Responsibilities of the HOST AGENCY

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately-resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for clinical student education, including a) access to patients at HOST AGENCY facilities in an appropriately-supervised environment, in which the students can complete TWU's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required education for clinical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for clinical students' personal items when at the HOST AGENCY; and t) access to call rooms, if necessary.
2. The HOST AGENCY will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in HOST AGENCY's facilities, students will have the status of trainees, are not to replace HOST AGENCY staff, and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the Program. HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of education.
3. The HOST AGENCY staff will, upon request, assist TWU in the assessment of the learning and performance of participating students by completing assessment forms provided by TWU and returned to TWU in a timely fashion.
4. The HOST AGENCY will provide for the orientation of TWU's participating students as to the HOST AGENCY's rules, regulations, policies, and procedures.
5. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the HOST AGENCY, the HOST AGENCY, upon

- notice of such incident from the student. will provide such emergency care as is provided to its employees. including. where applicable. examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV. Hepatitis C (HCV). and/or HIV protocol. as necessary; and HIV counseling and appropriate testing. as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. TWU will define. for its clinical students. who bears financial responsibility for any charges generated.
6. To the extent the HOST AGENCY receives. generates. or maintains educational records related to the participating student, the HOST AGENCY agrees to comply with the Family Educational Rights and Privacy Act (FERPA). to the same extent as such laws and regulations apply to TWU. and shall limit access to only those employees or agents with a need to know. For the purposes of this AGREEMENT. pursuant to FERPA. TWU hereby designates HOST AGENCY as a TWU official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to TWU's records is required by HOST AGENCY to carry out the Program.
 7. Notwithstanding Paragraph E. below, if required by the laws of the state where the HOST AGENCY is located. HOST AGENCY, at its own expense. shall provide any required Workers-Compensation and Liability Insurance for students in this clinical placement program. This provision does not apply for HOST AGENCY Facilities that are not located in a state where the laws require Workers-Compensation be provided for students in clinical placement programs.
 8. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
 9. The HOST AGENCY will provide written notification to TWU promptly if a claim arises involving a student. The HOST AGENCY and TWU agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
 10. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify TWU's clinical placement coordinator if such an action is required. It is understood that only TWU can dismiss a student from its education degree Program. If the HOST AGENCY requests removal of a student from the HOST AGENCY. however. TWU will comply with that request.
 11. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with TWU's clinical placement coordinator to ensure faculty and clinical student access to appropriate resources for the clinical education experience.

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2. The Parties will work together to maintain an environment of high quality patient care. At the request of either Party. a meeting or conference will promptly be held between TWU and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the Program.

3. TWU will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of students using TWU facilities. The HOST AGENCY will provide qualified and competent staff members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.
4. TWU and the HOST AGENCY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, religion, gender identity, national origin, race, sex, sexual orientation, disability, or any other basis protected by law.
5. TWU, including its faculty, staff, clinical students, and residents, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A and communicate student violations to TWU. TWU agrees to require its students to adhere to the expectations set forth in Exhibit A.
6. HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any student's participation at the HOST AGENCY. The HOST AGENCY will immediately notify the appropriate department or program of TWU if such an action is required and provide the reasons for such action. TWU may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. TWU will notify the HOST AGENCY if such action is required.

D. Term and Termination

This AGREEMENT is effective upon execution by both Parties to the covered clinical education experience(s) and will continue for **five (5)** years. This AGREEMENT may be renewed for additional five (5)-year terms upon written agreement by both Parties. Notwithstanding the foregoing, HOST AGENCY shall be under no obligation to accept students from any program at TWU during the term of this AGREEMENT and shall not be considered in violation of this AGREEMENT for not doing so.

This AGREEMENT may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, students already scheduled to train at HOST AGENCY will be permitted to complete any previously scheduled or active clinical assignment at HOST AGENCY.

E. Employment Disclaimer

The students participating in the Program will not be considered employees or agents of the HOST AGENCY or TWU for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or TWU or any benefits of employment from HOST AGENCY or TWU, including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of TWU.

F. Health Insurance Portability and Accountability Act

Students participating in clinical education pursuant to this AGREEMENT are members of the HOST AGENCY's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations.. and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the HOST AGENCY and as stated in paragraph E above, does not establish an employment relationship.

G. No Agency Relationship between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

H. Assignment

This AGREEMENT will not be assigned by either Party without the prior written consent of the other.

I. Governmental Immunity

It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as an express or implied waiver by TWU of its governmental immunity or of its state governmental immunity; an express or implied acceptance by TWU of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by TWU of a debt, contract, or liability of the HOST AGENCY.

J. No Special Damages

In no event shall either Party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other Party or any third party, even if the Party has been advised of the possibility of such damages.

K. Notices

All notices provided by either Party to the other will be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, first-class, postage prepaid, and addressed to the other Party as indicated below. Email addresses are provided for convenience only and do not satisfy any legal notice requirements.

If to HOST AGENCY:

IRVING INDEPENDENT SCHOOL DISTRICT

Attn: Karyn Beauchamp, RN, MSN
Director of Clinic & Health Services
2621 W. Airport Freeway
Irving, TX 75062
(972) 600-5205 Telephone
kbeauchamp@irvingisd.net

If to TWU :

See **Exhibit C** for notice information of appropriate TWU Department or Program

With a copy to:
Texas Woman's University
Office of General Counsel
P.O. Box 425497
Denton, TX 76204

L. No Payments

No payments shall be made between the Parties or to the students in connection with this AGREEMENT.

M. Execution of Agreement

This AGREEMENT shall not become effective or in force until all of the below-named Parties have fully executed this AGREEMENT.

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The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

O. Headlines

Headlines in this AGREEMENT are for convenience only.

P. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the Parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Clinical Affiliation Agreement.

IN WITNESS HEREOF, the Parties have caused this AGREEMENT to be executed by their duly-authorized representatives to be effective as of the day and year below written.

SIGNATURES ON FOLLOWING PAGE

TEXAS WOMAN'S UNIVERSITY

IRVING INDEPENDENT SCHOOL DISTRICT

Digitally signed by Carolyn

By: Carolyn Kapinus at: 7 21.03. 2616,45S] -05-00-

By: _____

Name: Dr. Carolyn Kapinus

Name: Randy Randle

Title: Executive Vice President of Academic

Affairs and Provost

Title: President. Irving ISD School Board

Date: _____

Date: _____

APPROVED AND LEGAL FOR THE:

Kimber

Digitally signed by
Kimber Summers

Summers

20210325
09:08:05 -0500

EXHIBIT A**TEACHER-LEARNER EXPECTATIONS**

TWU holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of education, the term "teacher" is used broadly to include peers, resident physicians, full-time and volunteer faculty members, clinical preceptors, nurses, and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

Duty: Faculty have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving health care professions' social contract with their patients.

Integrity: Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

Respect: Respect for every individual is fundamental to the ethic of Programs at TWU. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:**Teachers should:**

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course or clinic experience
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course or clinical experience
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers, fellow students, and faculty
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the health care professions
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patient's right to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Students, Faculty and Teachers

Students, faculty and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students, faculty and teachers should strive to develop a relationship characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT B

COVERED DEPARTMENTS AND PROGRAMS

The following Program\$ and /or Depat1 ment s of TWU may assign students for clinical and educational experience at HOST AGENCY under the terms of this Affiliation Agreement. If the HOST AGENCY chooses to accept studen ts from all TWU Depa rtm ents/ Programs, write "ALL TWU DEPARTMENTS AND PROGRAMS" in the first (I.) blank.

- | | |
|-------------------|-----------|
| 1. NURSING | 20. _____ |
| 2. _____ | 21. _____ |
| 3. _____ | 22. _____ |
| 4. _____ | 23. _____ |
| 5. _____ | 24. _____ |
| 6. _____ | 25. _____ |
| 7. _____ | 26. _____ |
| 8. _____ | 27. _____ |
| 9. _____ | 28. _____ |
| 10. _____ | 29. _____ |
| 11. _____ | 30. _____ |
| 12. _____ | 31. _____ |
| 13. _____ | 32. _____ |
| 14. _____ | 33. _____ |
| 15. _____ | 34. _____ |
| 16. _____ | 35. _____ |
| 17. _____ | 36. _____ |
| 18. _____ | 37. _____ |
| 19. _____ | |

EXHIBIT C

NOTICE/CONTACT INFORMATION

Department of Communication Sciences & Oral Health:
 Texas Woman's University
 Department of Communication Sciences & Oral Health
 Attn: Dr. Erika Armstrong, Ph.D., CTC-SLP
 P.O. Box 425737
 Denton, TX 76204
 940-898-2025 Telephone
eamstrong@twu.edu E-mail

Department of Family Sciences:
 Texas Woman's University
 Department of Early Childhood Development & Education
 Attn: Dr. Jerry Whitworth, Ph.D.
 P.O. Box 425769
 Denton, TX 76204
 940-898-2685 Telephone
jwhitworth@twu.edu

School of Health Promotion & Kinesiology:
 Texas Woman's University
 School of Health Promotion & Kinesiology
 Attn: Dr. Barbara Barnick-Ben-Ezra, Ph.D.
 P.O. Box 425647
 Denton, Texas 76204
 9-10-898-2340 Telephone
bbarnick@twu.edu E-mail

Department of Music & Theatre:
 Texas Woman's University
 Department of Music and Theatre
 Attn: Dr. Della Molloy-Daugherty, Ph.D., MT-BC
 P.O. Box 425768
 Denton, TX 76204
 940-198-2500 Telephone
dmolloydaugherty@twu.edu E-mail

College of Nursing:
 Texas Woman's University
 College of Nursing
 Attn: Dr. Rosahe Minous, PhD, APRN, FAANP, FAAN
 P.O. Box 425498
 Denton, TX 76204
 940-898-2401 Telephone
eminous@twu.edu Email

Health Care Administration Program
 Texas Woman's University
 Attn: Gerald Goudman, PhD
 6700 Fannin Lane, Suite 7010
 Houston, TX 77030
 713-794-2361 Telephone
ggoudman@twu.edu E-mail

Department of Nutrition & Food Science - Denton Campus:
 Texas Woman's University
 Department of Nutrition and Food Sciences
 Attn: Martha Reilly, M.S., RDN, LD
 P.O. Box 425888
 Denton, TX 76204
 940-898-2636 Telephone
mreilly@twu.edu E-mail

Department of Nutrition & Food Science - Houston Campus:
 Texas Woman's University
 Department of Nutrition and Food Sciences
 Attn: Karen Moreland, M.S., RDN, LD
 6700 Fannin St
 Houston, TX 77030
 713.794.2371 Telephone
kmoreland@twu.edu E-mail

School of Occupational Therapy:
 Texas Woman's University
 School of Occupational Therapy
 Attn: Dr. Shannon Levandowski, OTD, OTR, BDP, SCSS
 P.O. Box 425648
 Denton, TX 76204
 940-898-2801 Telephone
slevandowski@twu.edu E-mail

School of Physical Therapy:
 Texas Woman's University
 School of Physical Therapy
 Attn: Dr. Ann McElroy, PT, PhD, CI,FAA
 T Boone Pickens Institute of Health Sciences- Dallas Center
 5500 Southwest Medical Ave.
 Dallas, TX 75235
 214-689-7700 Telephone
amc@twu.edu E-mail

Department of Social Work:
 Texas Woman's University
 Department of Social Work
 Attn: Dr. Ratonia Runnels, Ph.D.
 P.O. Box 425887
 Denton, TX 76204
 940-898-2071 Telephone
rrunnels@twu.edu E-mail

EXHIBIT D

HOST AGENCY'S FACILITIES COVERED BY AGREEMENT

I. IRVING INDEPENDENT SCHOOL DISTRICT (All facilities)

2. _____

3. _____

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19. - - - - -

20. _____

21. - - - - -

EXHIBIT E

PROGRAM SPECIFIC REQUIREMENTS

(This Exhibit E is only necessary if required by Host Agency or TWUJ)

CONSENT AGENDA ITEM
6/21/2021

TOPIC: Consider Acceptance of Gifts and Donations to the District

SUBMITTED BY: Gary Micinski, Chief Financial Officer

BACKGROUND: Donations received during the month of May 2021

ADMINISTRATIVE RECOMMENDATION: Administration recommends acceptance of gifts and donations to the district

RECOMMENDED BOARD MOTION: I move the Board approve the acceptance of Gifts and Donations to the District

Attachments:

1. 2020-2021 Year-to-Date Donation Totals
2. May 2021 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	\$17,680.00	\$64,683.78		\$2,064.50	\$66,420.09
February	\$560.00	\$65,243.78		\$3,281.60	\$69,701.69
March	\$0.00	\$65,243.78		\$1,397.41	\$71,099.10
April	\$250.00	\$65,493.78		\$1,000.00	\$72,099.10
May	\$2,899.65	\$68,393.43		\$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

MAY 2021 DONATIONS
 (Period May 1, 2021 thru May 31, 2021)

<u>SCHOOL / DEPT.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>HIGH SCHOOLS</u>		
Barbara Cardwell	Gift Cards Donated by Nancy Jones for Seniors During the Senior Breakfast/Celebration	\$949.00
Reassignment Center	Debbie Simmons Provided Box Lunch for all SRC Staff for Teacher PD Day	\$859.65
<u>MIDDLE SCHOOLS</u>		
Travis MS	Monetary donation from the Women's Club of Hackberry Creek for the Mariachi Club	\$359.00
" "	Monetary donation from Faith Lutheran Church, Music City Mall, Ana Aguilar, and Sandra Reyes for the Mariachi Club	\$302.00
" "	Monetary donation from Dr. Jennifer Sanchez for the Mariachi Club	\$400.00
<u>ELEMENTARY SCHOOLS</u>		
Elliott Elem	Monetary donation from Sara Yahr to Purchase a Memorial Book for the Library	\$30.00
TOTAL DONATIONS		\$2,899.65

CONSENT AGENDA ITEM

6/21/2021

TOPIC: Consider Approval of Resolution No. 20-21-16 Approving the Purchase of the Irving Family YMCA Property, located at 2200 West Irving Boulevard, Irving, Texas, 75061, in an Amount Not-to-Exceed \$1,895,000.00 for the Purchase Price in order to Acquire Same, Plus Title, Closing Cost and Fees described in the Purchase Sales Contract and Delegating Authority to the Superintendent or her Designee to Execute the Purchase Sales Contract and Related Documents as appropriate.

SUBMITTED BY: Andre.Smith / Juan Carlos Martinez / Jerome Pilgrim

BACKGROUND: The Irving ISD Administration considers it necessary to acquire the YMCA property located at 2200 West Irving Boulevard, Irving Texas, 75061 (Irving Family YMCA) for Educational, Professional Development, and/or Administration Facility Purposes. The Administration has obtained, reviewed and considered the appraisal, and all other possible cost estimates prepared for the property. Upon investigation of the data, the Administration has determined it sufficient data so as to support and allow the district to make a determination of the proper purchase price to be paid to the owner for the Property. The district and the Owner have negotiated and agreed to a not-to-exceed price of \$1,895,000.00. Irving ISD and the Owner has also negotiated a Memorandum of Understanding a Child Care Service Agreement and Facilities Usage for your approval.

The administration has investigated the availability of the property for public school and administrative usage and based thereon considers that it will serve the Educational, Professional Development, and/or Administration Facility Purposes for which the administration desires. Therefore, it is the intention of the District to acquire the Property to Educational, Professional Development needs of Irving ISD students and faculty. The Purchase Sales Contract is attached for your review.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve Resolution No. 20-21-16 Approving the Purchase of the Irving Family YMCA Property, located at 2200 West Irving Boulevard in Irving, Texas 75061, and Delegate Authority to the Superintendent or her Designee to Negotiate a Purchase Sales Contract and Related Documents as appropriate.

RECOMMENDED BOARD MOTION: I Move that the Board Approve Resolution No. 20-21-16, Approving the Purchase of the Irving Family YMCA Property located at 2200 West Irving Boulevard, Irving, Texas 75061, and Delegate Authority to the Superintendent or her Designee to Execute the Purchase Sales Contract and Related Documents as appropriate.

AGENDA SHEET

Meeting Date: 6/21/2021

Topic: Consider Approval of Resolution No. 20-21-16-16 Authorizing the Purchase of the Irving Family YMCA property located at 2200 West Irving Boulevard, in Irving Texas, 75061, and Delegate Authority to the Superintendent or her Designee to Negotiate a Purchase Sales Contract, and Related Documents as appropriate.



Jerome Pilgrim
Director of Purchasing

Attachments:

1. Resolution No. 20-21-16
2. Real Estate Sales Contract
3. YMCA Memo of Understanding

RESOLUTION NO. 20-21-16

WHEREAS, the Irving Independent School District (District”) considers it necessary to acquire the fee simple title to certain property described in Exhibit “A” attached hereto as part hereof (the “Property”), for the public purpose of developing a public school, educational and/or administration facility and center thereon; and

WHEREAS, the owners of the Property have been in discussions with the administration of the District and have presented an offer to sell the Property to the District at a price of \$1,895,000.00 (the “Offer”); and

WHEREAS, the administration of the District has investigated directly and through others the availability of land sites and existing facilities for similar purposes and their market values, together with an appraisal and possible cost estimates prepared for the Property, and based thereon considers that the price at which the Property is offered to the District should be declined and instead the District should counter at a price which is supportable by the data and information studied, and recommends to the Board of Trustees that the counter price be accepted and reduced to a satisfactory contract.

NOW BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE Irving Independent School District:

1. That the Board of Trustees of the “District”) hereby determines that there is a public necessity for the acquisition of the Property and the public welfare will be served thereby; and that it is the intention of the District to acquire the Property for public school purposes to serve the educational needs of the children enrolled in and/or served by the District.
2. That the Board of Trustees of the District, has reviewed and considered the Offer submitted to the District covering the Property, and the Board further reviewed and considered the appraisal, all data, investigations and recommendations of the District’s administrative staff, and hereby determines that there is sufficient data so as to support and allow it to make a determination of the proper purchase price to be paid to the owner of, and any other parties with lawful interest in, the Property (the “Owner”) and to not accept to pay the amount of the Offer from the Owner but instead make a Counter-Offer price to the Owner in the manner here stated.

3. That the Board of Trustees further determines that the purchase price to be paid to the Owner, in the event that the Contract of Sale mentioned hereinbelow is entered into with the Owner, is hereby set at an amount to be finally negotiated with the Owner which shall be up to, but not to exceed the amount of One Million Eight Hundred and Ninety-Five Thousand and No/100 Dollars (\$1,895,000.00 inclusive of the amount of Escrow or Earnest Money Deposit thereof that may be required to be advanced)(the "Purchase Price"), and that the District negotiate and enter into a contract with the Owner to acquire the fee simple title to the Property at the Purchase Price, which expenditure the Board hereby authorizes upon and only if such Contract of Sale is entered into, upon such terms as are deemed satisfactory to the District inclusive of providing for a period of time of reasonable duration for the District to conduct any further inspection and due diligence of the Property and to consider the feasibility of its use of the Property, together with an option to terminate the Contract of Sale in the event that the District should determine that it does not desire to purchase the Property or deems it unfeasible to do so; and that its purchase should be made at the Purchase Price and upon such final contractual terms calculated to protect the Irving Independent School District and to assist it in ultimately determining the feasibility of purchase, and as will allow the District to proceed with its planned use in a reasonable manner (the "Contract of Sale"); and the Board further determines that it may be necessary for said purchase to include the additional payment of the customary title and closing costs and fees, as may be negotiated, estimated to be approximately six percent (6%) of the Purchase Price ("Title and Closing Costs"), which expenditure the Board hereby also authorizes.
4. That the District's Superintendent, or such members of his staff or designee as he may instruct and under his direction, is hereby authorized to negotiate with said Owner on behalf of the District, as may be further necessary, contractual terms calculated to protect the interests of the District, and to assist it in ultimately determining the feasibility of purchase, and as will allow it to proceed with its planned use, and to execute the Contract of Sale.
5. That the Superintendent, or any other person under and at his direction and appointment, be and is hereby authorized to execute on behalf of the District, all documents necessary to acquire the Property and to proceed with closing in accordance with the terms of the Contract of Sale.
6. That the amount of the Purchase Price, for any necessary and negotiated Title and Closing Costs hereunder be appropriated and set aside from the

available funds of the District, and be paid, or deposited, by the District to the appropriate parties, title companies, and/or other entities, for the purposes of acquiring and occupying the Property.

7. That the Board of Trustees of the District has reviewed and considered the recommendations of the District's administrative staff with regard to the use of the improvements located upon the Property, the present and future needs of the District, the status of leases of current tenants upon the Property, the business advisability of purchasing the Property now in order to satisfy in part future facility needs of the District and to continue those leases to third parties on those portions of the improvements located on the Property not presently needed for District purposes at fair market rental value for the financial benefit of the District; and based thereon determines that the Superintendent, or any other person under and at his direction and appointment, be and is hereby authorized to continue such existing leases for the financial benefit of the District until such time that said leases terminate legally or practically so as to make such areas available for school purposes.

8. That this resolution shall take effect immediately from and after its passage.

ADOPTED this 21th day of June, 2021.

Randy Randle, President
Board of Trustees

ATTEST:

Pamela Campbell, Secretary
Board of Trustees

EXHIBIT "A"

LEGAL DESCRIPTION

Being Lot 1, in Block A, of IRVING YMCA / PLYMOUTH PARK ADDITION, an Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 97171, Page 194, of the Map Records of Dallas County, Texas.

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract and by Escrow Agent to acknowledge receipt of the Earnest Money. Buyer must deliver the Initial Earnest Money to Escrow Agent and obtain Escrow Agent’s signature before the Initial Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Initial Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: **YMCA OF METROPOLITAN DALLAS**, a Texas non-profit corporation

Address: 601 N. Akard St.
Dallas, Texas 75201

Phone: (817) 707-0037

E-mail: tbaker@ymcadallas.org

Seller’s Attorneys: Bill Sladek and Chris Eisenlohr
Law firm: Condon Tobin Sladek Thornton Nerenberg PLLC
Address: 8080 Park Lane, Suite 700

Dallas, Texas 75231

Phone: (214) 265-3810

E-mail: bsladek@condontobin.com; ceisenlohr@condontobin.com

Seller’s Sales Agent: None

Buyer: **IRVING INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district

Address: 3620 Valley View Lane
Irving, Texas 75062

Phone: (972) 600-5100

E-mail: dbunger@irvingisd.net

Buyer’s Attorney: David Bunger – Internal Counsel
E-mail: dbunger@irvingisd.net

Buyer’s Sales Agent: Peter Jansen
Brokerage firm: CBRE, Inc.
Address: 500 W. 2nd St., Suite 1700
Austin, Texas 78701

Phone: (512) 499-4902

E-mail: Peter.Jansen@cbre.com

Escrow Agent: First American Title National Commercial Services
Name of Closer: Grant Coxon and Cole Ramey
Address: 1221 S. Mopac, Ste 150, Austin, Texas, 78746
Phone: 512.221.5270
E-mail: cramey@firstam.com

Underwriter: As determined by Closer

Purchase Price: \$1,895,000.00

Initial Earnest Money: \$50,000.00

A. Deadlines and Other Dates

All deadlines in this contract expire at 11:59 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

- A.1. Initial Earnest Money Deadline: two (2) calendar days after the Effective Date
- A.2. Delivery of Title Commitment: Twenty (20) calendar days after the Effective Date
- A.3. Delivery of Survey: Twenty (20) calendar days after the Effective Date
- A.4. *Intentionally Deleted*
- A.5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Ten (10) calendar days after delivery of the Title Commitment and Survey.
- A.6. Delivery of Title Objections: Fifteen (15) calendar days after delivery of the last of the Title Commitment, Survey, and legible copies of the instruments referenced in them, but in any event no later than five (5) days prior to the expiration of the Inspection Period.
- A.7. Delivery of Seller's records as specified in Exhibit C: To the extent not already provided and only to the extent the same are in Seller's possession or control, ten (10) calendar days after the Effective Date
- A.8. End of Inspection Period: Thirty (30) calendar days after the Effective Date, ; provided, however, Buyer may elect to extend the End of Inspection Period an additional thirty (30) days by delivering to the Title Company the sum of \$50,000.00 on or before the originally-scheduled End of Inspection Period, which sum *shall be applied to the Purchase Price* and shall be part of the Earnest Money for all purposes.
- A.9. Closing Date: Fifteen (15) business days after the End of Inspection Period (as may be extended pursuant to this Agreement, as is applicable).

B. Closing Documents

B.1. At Closing, Seller will deliver the following items:

- *Special Warranty Deed*
- *IRS Nonforeign Person Affidavit*
- Evidence of Seller’s authority to close this transaction (to the extent required by the Escrow Agent)
- *A Settlement Statement* prepared by the Title Company consistent with the terms of this contract

B.2. At Closing, Buyer will deliver the following items:

- Balance of Purchase Price
- Evidence of Buyer’s authority to close this transaction
- *A Settlement Statement* prepared by the Title Company consistent with the terms of this contract
- *Proof of existence and good standing* of Buyer, and *proof of authority* for the person(s) signing Closing Documents on behalf of Buyer
- *Any other documents reasonably required of Buyer by the Title Company* as a condition to issuance of the Title Policy
- *Any other documents reasonably requested by the Title Company or Seller.*

The documents listed in this section B are collectively known as the “Closing Documents.” The Closing Documents shall be in a form and substance reasonably acceptable to Seller.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Seller’s Records

D. Purchase and Sale of Property. Seller agrees to sell and convey the Property (defined below) to Buyer, and Buyer agrees to buy and pay Seller for the Property, subject to and in accordance with the terms and provisions of this Contract. The promises by Buyer and Seller

stated in this contract are the consideration for the formation of this contract. As used in this Contract, the "Property" shall mean (i) the land situated in the City of Irving, Dallas County, Texas, described in Exhibit "A" hereto, save, less and except the Cell Phone Tower Tract (defined below) (the "Land"), together with (1) all improvements located thereon, (2) all right, title and interest of Seller, if any, in and to the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto (including Seller's interest, if any, in any mineral rights), and (3) all right, title, and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Land. Buyer and Seller acknowledge and agree that the portion of the Property depicted on Exhibit "A-1" (the "Cell Phone Tower Tract") is not a party of the Property, shall not be conveyed to Buyer at Closing, and shall be retained by Seller, along with all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances related thereto. Seller shall be responsible for causing the Cell Phone Tower Tract to be replatted as a separate legal lot, and Buyer acknowledges that such replat may occur after Closing. Buyer shall cooperate in good faith with Seller in connection with completing such replat, and shall approve or object to, in whole or in part, such replatting in writing within seven (7) days after Buyer's receipt of a draft thereof.

E. Earnest Money. Buyer may direct Escrow Agent to invest any of the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Escrow Agent and satisfying Escrow Agent's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money. If Buyer fails to deposit the Earnest Money by the Earnest Money Deadline, Seller may elect to terminate this contract by giving written notice of termination to Buyer before the Earnest Money is deposited. The Title Company shall hold and disburse the Earnest Money as provided in this contract.

F. Title and Survey

F.1. Review of Title. The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

F.2. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Underwriter stating the condition of title to the Land. "Title Policy" means an Owner Policy of Title Insurance issued by Underwriter in conformity with the last Title Commitment delivered to and approved by Buyer and containing the standard printed exceptions and the Permitted Exceptions (defined below).

F.3. Survey. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Underwriter. Buyer shall obtain a new Survey within twenty (20) days after the Effective Date, and Buyer shall promptly deliver to Seller and the Title Company a copy of any land survey obtained by Buyer and Buyer shall pay the cost of the survey.

F.4. Intentionally Deleted

F.5. Delivery of Title Commitment, Survey, and Legible Copies. Seller shall use commercially reasonable efforts to cause the Escrow Agent to deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2., and legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.5. Buyer shall cause the survey to be prepared by the deadline stated in paragraph A.3.

F.6. Title Objections. Buyer has until the deadline stated in paragraph A.6. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) business days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within five (5) business days after the deadline for the giving of Seller's Cure Notice (but in any event no later than the End of Inspection Period), notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens that arise by, through or under Seller, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only any other Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

G.1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C to the extent the same are within Seller's possession or control, or otherwise make those records available for Buyer's review (to the extent the same are within Seller's possession or control), by the deadline stated in paragraph A.7. Notwithstanding anything to the contrary contained in this contract, Buyer acknowledges and agrees that any documents or reports prepared by parties other than Seller (the "Third Party Reports") shall be delivered "AS-IS", with all faults, and without any warranty or representation by Seller, specifically including, but not limited to, any warranty or representation as to the accuracy or completeness of such Third Party Reports. In no event shall Seller be liable for any use of, or reliance upon, the Third Party Reports by Buyer or any other party.

G.2. Entry onto the Property. So long as this contract remains in effect, Buyer, its agents, representatives and contractors, may from time to time following at least forty-eight (48) hours advance notice to Seller, enter upon the Land for the purpose of inspecting and surveying the Property, and may, at Buyer's sole expense, perform such non-destructive tests and investigations as may reasonably be deemed appropriate by Buyer. Buyer shall coordinate all entries on the Land with Seller so as to minimize any interruptions, and in no event shall Buyer disturb the possession of the Tenants or communicate directly with the Tenants. Provided, further, prior to any entry on the Land, Buyer, its agents, representatives or contractors, shall provide to Seller proof of reasonably satisfactory commercial liability insurance.

G.3. Environmental Assessment. Buyer has the right to conduct a non-invasive, "Phase I" environmental assessments of the Property, but no other environmental assessment shall be conducted on the Property without Seller's prior written consent. For the avoidance of doubt, Buyer is not permitted to perform any intrusive testing, including, without limitation, a Phase II environmental assessment, drilling or boring, without first (i) submitting to Seller the scope of such inspections and testing; and (ii) obtaining the prior written consent of Seller which may be withheld in Seller's sole and absolute discretion.

G.4. Buyer's Right to Terminate. Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision, and the Earnest Money shall become non-refundable to Buyer. If this contract terminates for any reason, Buyer shall repair any damage to the Property caused by Buyer, its agents, representatives or contractors (excluding repair or remediation of any existing conditions merely revealed by Buyer's inspection), which obligation shall survive termination of this contract.

G.5. Buyer's Indemnity and Release. Buyer will indemnify, defend, and hold Seller harmless from any loss, damages, liabilities, attorney's fees, expenses, or claims arising out of inspection or investigation of the Property by Buyer or Buyer's agents, representatives, contractors, subcontractors, licensees or invitees. Buyer's indemnity obligations shall survive closing or termination of this contract. Buyer hereby releases Seller and those persons acting on Seller's behalf from all expenses, liens, claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property. The provisions of this section *G.5* shall survive the termination or closing of this contract.

H. Representations

H.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the representations made in Exhibit B-1 are true and correct as of the Effective Date, and that such representations shall survive closing, subject to the following conditions precedent to making any claim for damages for breach of any such representation or warranty (i) Buyer must give written notice of the breach to Seller within four (4) months after the Closing Date, which notice must specify the alleged breach and any damages resulting therefrom, and (ii) and if such claim is not sooner resolved, Buyer must file a lawsuit against Seller for such breach within one year after the Closing Date.

H.2 AS-IS; WHERE-IS. BUYER STIPULATES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN EXHIBIT D, (I) SELLER HAS NOT MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, (II) BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER; (III) BUYER HAS NOT RELIED UPON, AND WILL NOT HEREAFTER RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY WRITTEN OR VERBAL INFORMATION, STATEMENTS, OPINIONS, REPRESENTATIONS OR WARRANTIES DELIVERED OR MADE BY

SELLER OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER; (IV) BUYER WILL RELY ON BUYER'S OWN EXPERTISE AND THAT OF ITS CONSULTANTS, AND BUYER HAS CONDUCTED (OR WILL CONDUCT) SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY ITS INSPECTIONS AND INVESTIGATIONS; AND (V) SELLER IS SELLING AND CONVEYING TO BUYER, AND BUYER IS ACCEPTING, THE PROPERTY "AS IS" AND WITH ALL FAULTS. BUYER AGREES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION H ARE AN INTEGRAL PORTION OF THIS CONTRACT; THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION H; THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS IN THIS SECTION H SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE THEREWITH; THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY; AND THAT SELLER IS NOT REQUIRED TO MAKE ANY DISCLOSURES TO BUYER. UPON CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ANY ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND RECOVERY ACT; THE TEXAS SOLID WASTE DISPOSAL ACT; THE TEXAS WATER CODE; AND THEORIES OF NEGLIGENCE (INCLUDING SELLER'S NEGLIGENCE AND THE NEGLIGENCE OF SELLER'S AGENTS AND THIRD PARTIES), PRODUCTS LIABILITY OR STRICT LIABILITY.

H.3 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller that the representations made in Exhibit B-2 are true and correct as of the Effective Date, and that such representations shall survive closing.

H.4 Seller's Knowledge. For purposes of this contract (including Exhibit "B-1") and the documents to be executed at closing by Seller, the phrases "Seller's actual, current knowledge," or "to Seller's knowledge" or phrases of similar construction and import shall specifically mean and be limited to the actual, conscious awareness, as of the date hereof or as of the date specifically stated herein, of Curt Hazelbaker (the "Named Person"), with no duty of inquiry, and with no duty to make any independent investigation. It is expressly understood and agreed that the Named Person shall not be personally liable to Buyer for any representation or warranty set forth herein. Information possessed by or known to any person or entity, including any broker, shall not be imputed or attributed to Seller unless the same has been expressly communicated to the Named Person.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

I.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; and (b) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property.

I.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within five days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing).

I.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing).

I.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

I.5. Cooperation. Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

I.6. No Recording. Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

J.1. Disposition of Earnest Money after Termination

J.1.a. To Buyer. If Buyer terminates this contract in accordance with Buyer's express rights to terminate this contract, Buyer will send a request for release of the Earnest Money to Seller, with a copy to Escrow Agent, to be signed by Seller. If Seller fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Buyer may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Seller. Unless Seller delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Buyer's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Seller, deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right

granted by Seller to Buyer to terminate this contract.

J.1.b. To Seller. If Seller terminates this contract in accordance with Seller's rights to terminate, Seller will send a request for release of the Earnest Money to Buyer, with a copy to Escrow Agent, to be signed by Buyer. If Buyer fails to deliver a signed release to Escrow Agent within five days after delivery of the request for release, Seller may make a written demand on Escrow Agent for the Earnest Money, and Escrow Agent will promptly deliver a copy of the demand to Buyer. Unless Buyer delivers a written objection to Escrow Agent, within fifteen days after Escrow Agent delivers Seller's written demand for the Earnest Money, Escrow Agent will, without any further authorization from Buyer, deliver the Earnest Money to Seller.

J.2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

K.1. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived its discretion:

K.1.a. Representations and Warranties. The representations and warranties of the other party must be true and correct in all material respects at Closing.

K.1.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

K.1.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

K.2. Closing. This transaction will close ("Closing") at Escrow Agent's offices at the Closing Date. At Closing, the following will occur:

K.2.a. Closing Documents; Escrow Agent/Underwriter Documents. The parties will execute and deliver the Closing Documents to the Escrow Agent.

K.2.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Escrow Agent in funds acceptable to Escrow Agent. The Earnest Money will be applied to the Purchase Price.

K.2.c. Disbursement of Funds; Recording; Copies. Escrow Agent will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

K.2.d. Intentionally Deleted.

K.2.e. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price.

K.3. Transaction Costs

K.3.a. Seller's Costs. Seller will pay the basic charge for the Title Policy; one-half of the escrow fee; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.

K.3.b. Buyer's Costs. Buyer will pay one-half of the escrow fee; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the costs to obtain the Survey; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.

K.3.c. Ad Valorem Taxes. Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing.

K.3.d. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

K.3.e. Brokers' Commissions. Upon closing and funding (but in no other event), Seller shall pay a commission to Buyer's broker, CBRE, Inc., in an amount equal to three percent (3%) of the Purchase Price. Neither Seller nor Buyer is represented by any other real estate agent or broker. Buyer and Seller each agree to indemnify, defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any other person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee, or not. The foregoing indemnity agreement shall survive closing or termination of this contract.

K.4. Issuance of Title Policy. Seller will cause Escrow Agent to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Default and Remedies

L.1. Seller's Default; Remedies before Closing. If Seller fails to perform its obligations under this contract, and such failure continues for more than five (5) days after written notice thereof from Buyer, or if Seller's representations are not true and correct as of the Closing Date ("Seller's Default"), Buyer may elect one of the following as its sole and exclusive remedy before Closing:

L.1.a. Termination; Liquidated Damages. Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.

L.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract, but any such action must be initiated, if at all, within ninety days after the breach or alleged breach of this contract. If such action is not initiated within that period and this contract has not previously been terminated, Buyer will be deemed to have elected to terminate this contract as of the expiration of that period. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

L.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

L.2. Intentionally Deleted.

L.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer before Closing.

L.4. Intentionally Deleted.

L.5. Intentionally Deleted.

L.6. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

M.1. Notices. Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States

Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

M.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

M.3. Amendment. This contract may be amended only by an instrument in writing signed by the parties.

M.4. Assignment. Buyer may not assign this contract without Seller's prior written consent. No such assignment will release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of such obligations after any such assignment.

M.5. Survival. The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.

M.6. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN THE COUNTY FOR PERFORMANCE.

M.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

M.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this contract.

M.9. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

M.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

M.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

M.12. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

M.13. Confidentiality. This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

M.14. Binding Effect. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

(SIGNATURE PAGES TO FOLLOW)

SELLER:

YMCA OF METROPOLITAN DALLAS, INC.,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

IRVING INDEPENDENT SCHOOL DISTRICT,
a Texas independent school district

By: _____

Name: Magda Hernandez

Title: Superintendent of Schools

Date: June 21, 2021

ESCROW AGENT'S ACCEPTANCE OF CONTRACT

Escrow Agent, by its execution and delivery of this Real Estate Sales Contract, acknowledges it is "the person responsible for closing" the transaction that is the subject of this contract pursuant to section 6045(e) of the Internal Revenue Code and to prepare and file all informational returns, including, without limitation, IRS Form 1099S, and to otherwise comply with the provisions of section 6045(e) of the Internal Revenue Code, and acknowledges receipt of a fully executed counterpart of this Real Estate Sales Contract on this ____ day of _____, 20__.

FIRST AMERICAN TITLE COMPANY

By _____
Name: Grant Coxon
Title:

Receipt for Initial Earnest Money Deposit

Escrow Agent acknowledges receipt of the Initial Earnest Money deposit of \$ _____ required under this Real Estate Sales Contract on this ____ day of _____, 20__.

FIRST AMERICAN TITLE COMPANY

By _____
Name: Grant Coxon
Title:

Receipt for Additional Earnest Money Deposit

Escrow Agent acknowledges receipt of the Additional Earnest Money deposit of \$ _____ required under this Real Estate Sales Contract on this ____ day of _____, 20__.

FIRST AMERICAN TITLE COMPANY

By _____
Name: Grant Coxon
Title:

**Exhibit A
Description of the Land**

[LEGAL DESCRIPTION TO BE ATTACHED]

**Exhibit A-1
Depiction of the Cell Phone Tower Tract**

[DEPICTION TO BE ATTACHED]

Exhibit B-1
Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control. Seller's representations and warranties shall not survive closing.

A.1. Authority. Seller is duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

A.3. Violation of Governmental Requirements. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, restriction, or legal requirements affecting the Property or Seller's use of the Property.

A.4. Intentionally Deleted.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, land-use, hazardous materials, or other proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation, zoning, or other land-use regulations or the presence of hazardous materials affecting the Property.

A.6. Terrorist Organizations Lists. Seller is not and Seller has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

A.7. No Other Obligation to Sell the Property or Restriction against Sale. To Seller's actual knowledge, Seller is not a party to any written agreement whereby Seller is obligated to sell any of the Property to any person other than Buyer. To Seller's actual knowledge, Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.8. Intentionally Deleted.

A.9. Intentionally Deleted.

A.10. No Other Representation. Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

A.11. No Warranty. Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

Exhibit B-2

Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

B.1. Authority. Buyer is a Home-Rule City chartered under the Texas Constitution and a political subdivision of the State of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer. **[BUYER TO UPDATE]**

B.2. Terrorist Organizations Lists. Buyer is not and Buyer has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

**Exhibit C
Seller's Records**

To the extent that Seller has possession or control of the following items pertaining to and currently impacting the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7.:

Governmental

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last two (2) years
- notices of appraised value for the current year and the last two (2) years
- records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- soil reports
- environmental reports and other information regarding the environmental condition of the Property
- water rights
- engineering reports
- prior surveys
- site plans

Licenses, Agreements, and Encumbrances

- all licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

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FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

WORKING TOGETHER FOR A BOLDER, BRIGHTER FUTURE

YMCA of Metropolitan Dallas
1621 W. Walnut Hill Lane
Irving, TX 75038

Brandy Perryman
Sr. Vice President/COO
bperryman@ymcadallas.org

School District:

Irving ISD
Section 1: Childcare
Section 2: Legal

Our Mission: To put Christian values into practice through programs that build healthy spirit, mind and body for all.

Our Cause: To strengthen community

Our Values: Caring, Honesty, Respect, Responsibility



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FOR SOCIAL RESPONSIBILITY**

**Section One
Childcare Program Services Agreement**

This Childcare Program Services Agreement (hereafter referred to as "Agreement") is entered into effective as of the 1st day of March 2021 by and between the Irving Independent School District (hereafter referred to as the "IISD") and the YMCA of Metropolitan Dallas (hereafter referred to as "YMCA").

WITNESSETH:

WHEREAS, YMCA operates a not-for-profit cause driven organization and therein provides healthy living, youth development and social responsibility focused Programs; and

WHEREAS, IISD believes YMCA's experience and professional services would be useful to IISD in satisfying its need for providing onsite Afterschool Programs ("Services"), as more fully described in Section 1 below; and

WHEREAS, IISD desires YMCA to perform such Services for 5 years (2021-2022 School Years through 2026-2027) and by agreement of both parties this agreement will renew for an additional 5 years through the year 2031-2032 as set forth in the following Agreement.

NOW, THEREFORE, in consideration of the promises to set forth above and of the mutual benefits and promises set forth below, YMCA and IISD hereby agree as follows:

1. YMCA Duties and responsibilities:

i. YMCA will provide After School Services for students PK3 to 5th grade in schools and 6th to 8th in the Middle Schools. Afterschool services will be provided Monday-Friday from school dismissal until 6:30PM at the following schools according to the terms of this Agreement. Collectively, the following Schools will be referred to as "Schools" for the purposes of this agreement.

- | | |
|------------------------------------|-----------------------|
| 1. Barton Elementary School | Middle Schools |
| 2. Brandenburg Elementary School | 1. Houston |
| 3. Britain Elementary School | 2. Johnson |
| 4. Brown Elementary School | 3. Crockett |
| 5. Davis Elementary School | 4. Austin |
| 6. Elliott Elementary School | 5. Lamar |
| 7. Farine Elementary School | 6. Bowie |
| 8. Gilbert Elementary School | 7. De Zavala |
| 9. Good Elementary School | 8. Travis |
| 10. John Haley Elementary School | |
| 11. Thomas Haley Elementary School | |
| 12. Hanes Elementary School | |
| 13. Johnston Elementary School | |
| 14. Keyes Elementary School | |
| 15. Lee Elementary School | |
| 16. Lively Elementary School | |
| 17. Schulze Elementary School | |
| 18. Stipes Elementary School | |
| 19. Townley Elementary School | |
| 20. Townsell Elementary School | |

**** YMCA would serve any new future school in need of an after-school program as well under this contract.**



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- ii. YMCA will occupy agreed upon designated space based on enrollment such as the cafeteria/ gym/playground/and classrooms identified by Administration during operation of the Afterschool Program described herein. Alternate space may be provided should the designated space be needed for school related functions, provided that any alternate space satisfies applicable Texas licensing requirements and proper notice is given to the YMCA per licensing regulations of 48 hours. Alternate space may, but is not required to, include music room, art room, computer lab, any additional classrooms identified prior to each school year. The school will provide Pre-School classroom space for the Pk 3 and 4 students.
- iii. YMCA's Program shall include the features, operating hours and costs as described in the Parent & IISD cost breakdown section of this agreement and other materials developed by YMCA and delivered to Schools (the "Program Materials/Flyers").
- iv. The YMCA will operate all Programs within Texas Department of Family and Protective Services licensing requirements.
- v. The YMCA will staff, train and manage the Programs. All staff involved with the YMCA afterschool Program are employees of the YMCA.
- vi. YMCA will staff all sites and plans to open by the guaranteed date of each school year's first day of student classes.
- vii. The YMCA requires a minimum of 20 youth enrolled in any Afterschool Program to keep open and viable. If a site does not reach the minimum average of 20 enrolled during three weeks prior to opening date, the YMCA reserves the right to close the site and notify parents and will work in conjunction with the district on communication.
- viii. YMCA will not provide afterschool transportation to or from any Afterschool locations
- ix. YMCA will provide a **weekly stipend** per child to defer cost of programming for IISD families as outlined in Section One, #3 of this MOU under Parent/IISD/YMCA cost breakdown.
- x. YMCA shall comply with all applicable Texas Childcare Licensing COVID-19 safety measures and operational guidelines at IISD Campuses.
- xi. YMCA staff shall complete COVID-19 safety training by the YMCA and will be updated in accordance to the most up-to-date local, state, and federal guidelines as needed.
- xii. COVID-19 Protocol:
 - a. YMCA will ensure all cohorts of children/staff are separated in different rooms or maintain at least six feet of social distancing dependent on space provided by school.
 - b. Proper sanitation steps will be followed by staff.
 - c. All staff and children will be required to wear masks as required by Dallas County and IISD
 - d. If there is a case of COVID-19 in any of the afterschool programs (staff or child) the YMCA will follow the steps mentioned below:
 - Isolate or send home individual with confirmed COVID-19, open windows/doors to air out facility.
 - Quarantine possible close contact(s) who are on property ASAP until final determination is made.
 - Determine if the site needs to be closed or only the cohort quarantined.
 - Cohort Group Parent Letter will be sent to families in the cohort.



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- Overall Site Parent Letter will be sent as needed.
- Notify campers and staff with close contact and quarantine for 10 day since last close contact.
- Notify Licensing and IISD Personnel

2. Irving ISD Duties and responsibilities:

- i. Schools will provide the Y with access to, and use of, the school facilities and the Designated space(s) as provided in Section 1ii of this Agreement, in a manner reasonably sufficient to provide the licensed services described in this Agreement. The Schools shall maintain such facilities in a safe and usable condition.
- ii. The Schools will provide reasonable assistance to YMCA to promote availability of the Program to parents of children attending school and will allow distribution of YMCA's marketing and recruitment materials approved by IISD.
- iii. IISD will provide snacks for all youth enrolled in the program during program hours
- iv. IISD janitorial services will clean each classroom and program space at the end of each day
- v. Irving ISD will follow the CDC and TEA recommendations on deep cleaning the facilities in response to any infectious outbreak.
- vi. Provide YMCA exclusive right to serve as Afterschool Program for IISD
- vii. IISD will waive all rental fees for use of school areas for Afterschool programs in all school and summer, if applicable. YMCA will be given a minimum of one campus per summer to offer summer day camp to families Monday-Friday, 7:30 am – 5:30 pm for 8 weeks starting in 2022.
- viii. IISD will provide a **weekly stipend** per child to defer cost of programming for IISD families as outlined in Section One, #3 of this MOU under Parent/Irving ISD/YMCA cost breakdown.

3. Parent/Irving ISD/YMCA Cost breakdown:

Understandably, expenses incurred change annually. The cost of PPE, rising labor costs, and other considerations are built into the pricing model below, with the understanding that this can be revisited annually, should an unplanned, unprecedented event occur. Additionally, the YMCA understands that not all families can afford quality afterschool programs. IISD and the YMCA are partnering and will subsidize half of the weekly costs so that our parents can access this program by paying the other half to provide the already discounted weekly parent rate from the IISD/YMCA scholarship funding process outlined below; however, additional Financial Assistance may be offered by the YMCA on a case by case basis for those with extenuating circumstances, at no additional cost to the district. Amounts awarded will vary.

- i. Parent & IISD/YMCA breakdown – These are recommended rates over the next 10 years. Rates are fluid and can be adjusted depending on economic conditions.
- ii. School Year 2021/2022:
 - \$50.00 Base rate the Y will charge each child/week
 - \$25.00 Parent responsibility weekly**
 - \$12.50 YMCA Scholarship to defer parent cost for parents
 - \$12.50 IISD scholarship paid to Y to defer cost to parents



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- iii. School Year 2022/2023:
 - \$54.00 Base rate the Y will charge each child/week
 - \$27.00 Parent responsibility weekly**
 - \$13.50 YMCA Scholarship to defer parent cost for parents
 - \$13.50 IISD scholarship paid to Y to defer cost to parents
- iv. School Years 2023/2024 and 2024/2025:
 - \$58.00 Base rate the Y will charge each child/week
 - \$29.00 Parent responsibility weekly**
 - \$14.50 YMCA Scholarship to defer parent cost for parents
 - \$14.50 IISD scholarship paid to Y to defer cost to parents
- v. School Years 2025/2026 and 2026/2027:
 - \$62.00 Base rate the Y will charge each child/week
 - \$31.00 Parent responsibility weekly**
 - \$15.50 YMCA Scholarship to defer parent cost for parents
 - \$15.50 IISD scholarship paid to Y to defer cost to parents
- vi. School Years 2027/2028 and 2028/2029:
 - \$66.00 Base rate the Y will charge each child/week
 - \$33.00 Parent responsibility weekly**
 - \$16.50 YMCA Scholarship to defer parent cost for parents
 - \$16.50 IISD scholarship paid to Y to defer cost to parents
- vii. School Years 2029/2030 and 2030/3031:
 - \$70.00 Base rate the Y will charge each child/week
 - \$35.00 Parent responsibility weekly**
 - \$17.50 YMCA Scholarship to defer parent cost for parents
 - \$17.50 IISD scholarship paid to Y to defer cost to parents
- viii. The parents or guardians of children participating in the Program will be responsible for payment fees charged by YMCA. The Discounted amount is shown in chart above.
- ix. YMCA will charge parents/guardians of children participating in the Program at a discounted fee, corresponding to half of the full rate per participating child per week, payable at times or intervals set at the discretion of the YMCA. YMCA may elect to charge additional late payment charges, NSF fees, late pickup fees and other reasonable charges.
- x. Supply Fee per child will apply; however, may be waived during super sign-up weekend annually for Afterschool as identified by the YMCA for all campuses.

Section Two

Legal

1. Termination:

- I. It is further agreed that either of the parties shall have the right to terminate this agreement upon ninety days (90) notice in writing, and not during a current academic year, provided they have made the other party aware of the reason(s) for termination and given the other party thirty (30) days to correct it.

Notices:

- II. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by hand delivery, recognized overnight courier or registered or certified mail, postage fully prepaid and addressed to the recipient at its address set forth below, or to such other address as a party may by proper notice designate, and shall be deemed given in the case of hand delivery upon delivery to the recipient's address, in the case of overnight courier one (1) day after deposit with such courier and in the case of mailing four (4) days after deposit in the mail. The parties' notice addresses are as set forth below:



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a) YMCA:
Brandy Perryman
Sr. Vice President/COO
1621 W. Walnut Hill
Irving, TX 75038

b) Irving Independent School District:
Randy Randle, President
Board of Trustees
Pamela Campbell, Secretary
Board of Trustees

2. **Maintenance of Records:**

- i. The books, records, and documents of the respective parties to this Agreement insofar as they relate to work performed or money paid or received under this Agreement, shall be maintained for a period of three (3) full years; or for the period required by law from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the other party or its duly appointed representatives.

3. **Employment Practices:**

- i. YMCA shall not engage in any employment practices that involve discrimination based on race, creed, color, national origin, age, or sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

4. **Insurance:**

- i. Throughout the term of this agreement, YMCA shall maintain, at its sole cost and expense, a policy or policies of general comprehensive liability insurance with limits of not less than \$1,000,000.00. YMCA shall further maintain Directors and Officers coverage, Abuse and Molestation coverage, Employment Practices Liability coverage, Workers' Compensation coverage, Theft coverage, Commercial Automobile coverage and Property Damage coverage at levels approved by IISD. Such policy or policies shall be written by an insurance company or companies satisfactory to IISD and licensed to do business in the State of Texas. YMCA shall provide IISD, prior to commencement of performance of this Agreement, a certificate or certificate(s) of insurance evidencing required insurance coverage, in a form reasonably satisfactory to IISD.
- i. Throughout the term of this Agreement, YMCA shall provide an updated certificate of insurance coverage upon expiration of the current certificate.

2. **Indemnification:**

- i. YMCA, to the extent permitted by law, YMCA hereby agrees to hold harmless and indemnify IISD, its officers, directors, employees, or agents from any claim, suit, or loss, sustained IISD, its officers, directors, employees, or agents for any asserted property damage, injury, or death of any person (collectively, "Claims") to the extent that it results from or is caused by the asserted sole negligence or willful misconduct of YMCA its employees, or its agents.
- ii. In the event a Claim is determined by a court of competent jurisdiction to have been caused by the negligence of both Parties, the relative financial burden of the Claim shall be attributed equitably between the Parties in accordance with the principles of comparative negligence.
- iii. For the purposes of this clause, "agents" of IISD does not include YMCA, its employees, or its agents, and likewise, "agents" of YMCA does not include IISD, its officers, directors, employees, or agents."

3. **Affidavit of Employee Criminal Background Check:**

- i. During the term of this Agreement, YMCA shall maintain records to verify that each employee who is engaged or utilized by YMCA to provide child care services pursuant to this Agreement will have undergo yearly



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Criminal Background Checks which includes a Multi-Jurisdictional Search, National Database Search of Sex Offender Search, Social Security Trace Search and Texas State Records Search. Additionally, each employee who is engaged or utilized by YMCA to provide child care services pursuant to this Agreement will undergo FBI Finger Print check through TDFPS.

- ii. YMCA agrees not to employ in the Program any person who is a registered sex offender; further YMCA agrees to follow all TDFPS Licensed or Certified Child Care Operations: Criminal History Requirements in the review of Program applicant's criminal history. TDFPS criminal background check guidelines establish strict rules for who may or may not be present in a licensed school-age childcare operation. IISD reserves the right to refuse entry onto school premises of any agent, representative or employee of YMCA. In the event IISD prohibits entry onto school premises of any agent, representative or employee of YMCA, IISD shall notify the YMCA's agent and the reason for such refusal of access.

4. **Annual Sex Offender Registry Check:**

- i. In accordance with Texas General Law, the YMCA shall conduct annual National Sex Offender Registry checks to ensure all employees or contracted personnel in direct interaction or contact with IISD students are not on the registry. Any person listed on such registries shall not be allowed to provide services in the IISD under any circumstances.

5. **Attorney Fees:**

- i. In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, each party in such legal action shall assume responsibility of respective expenses of such action.

6. **Assignment:**

- i. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, to the extent allowed by law. Any assignment of this Agreement by either party shall not relieve the assigning party from its obligations hereunder unless agreed upon in writing by the other party.

7. **Entire Agreement:**

- i. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein and shall govern the respective of duties and obligation of the parties.

8. **Modification of Agreement:**

- i. This agreement may be modified only by written amendment executed by all parties.

9. **Force Majeure:**

- i. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause similar or dissimilar in nature beyond its control.

10. **Governing Law:**

- i. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Texas.

11. **Severability:**

- i. Should any provision of this agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be served and shall not affect the validity of the remaining provisions of this agreement.



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IN WITNESS WHEREOF, the authorized representatives of each of the parties, each representing to the other that this Agreement has been duly approved by all required action of the governing body of their represented party and that they have been authorized to execute and deliver this Agreement on behalf of their represented party, have executed this Agreement in the capacities set forth below, effective as of the day and year first above written.

a) YMCA:

Brandy Perryman
Sr. Vice President/COO
1621 W. Walnut Hill
Irving, TX 75038

By: _____

Brandy Perryman
SVP/COO

Date: _____

b) Irving Independent School District:

By: _____

Randy Randle, President
Board of Trustees, Irving ISD

Date: _____

Pamela Campbell, Secretary
Board of Trustees, Irving ISD

Date: _____



TOPIC: Consider Approval of Compensation for Retention and Incentive Purposes for the 2021-2022 School Year.

SUBMITTED BY: Amy Reyes-Director of Compensation, Benefits & HR Systems
Meritza Webb-Executive Director-Risk Management & HR Systems
Jorge Acosta-Executive Director of Human Resources

BACKGROUND:

School districts across the State of Texas are able to make wise use of their ESSER funds to provide incentive and retention payments to their employees in response to the hardships and challenges brought by the COVID-19 global pandemic. These funds can be designated:

1. To address the additional work of employees to support the District's goal of addressing learning loss due to COVID-19.
2. To address the social, emotional, and mental health, as a result of the COVID-19 pandemic.
3. To maintain the high quality necessary to educate students in a teacher salary competitive environment.
4. To recruit high quality teachers to address the students' learning loss.

Additionally, the District would like to request the use of local funds to retain personnel by providing a returning compensation amount to qualified **returning employees** under the following guidelines:

- All returning employees who remain employed by Irving ISD and are TRS eligible on or prior to June 30, 2021, are eligible. This includes full-time and part-time employees (monthly and bi-weekly) who:
 - have signed a Letter of Assurance or Contract for the 2021-2022 School Year
 - are full-time or part-time benefits and TRS eligible and who are working at least 20 hours per week
 - have not submitted a notice of intent to separate from their employment to Irving ISD.

- All returning employees who meet the eligibility requirements will receive the following:
 - \$1,000 Retention Payment*
 - \$1,000 Incentive Payment*
- All returning employees who meet the eligibility requirements will receive the retention and incentive payments totalling \$2,000 by August 31, 2021. The payment will be issued as a separate check from the employee's regular paycheck.

Furthermore, the District would like to request the use of local funds to attract new high-quality personnel who meet the requirements, and would be eligible for a one-time \$1,000 Incentive payment. This incentive amount for **new hires** will be granted under the following guidelines:

- Must be employed by August 16, 2021.
- Must be full-time or part-time benefits and TRS eligible working at least 20 hours per week.
- Must have signed a Letter of Assurance or Contract for the 2021-2022 school year, and not have submitted a notice of intent to separate from their employment to Irving ISD.
- New hires will receive the \$1,000* incentive compensation by August 31, 2021 as a separate check.

**Please note that the retention and incentive payments are not TRS eligible compensation.*

The Superintendent may make any modifications or adjustments as necessary to administer this plan.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends approval of the Compensation for Retention and Incentive Purposes for the 2021-2022 School Year.

RECOMMENDED BOARD MOTION: I move that the Board of Trustees of Irving ISD approves the Compensation for Retention and Incentive Purposes for the 2021-2022 School Year.



ACTION ITEM
06/21/2021

TOPIC: Consider Approval of Second Reading of Proposed Revisions to the Local Policies as Applicable Per TASB Updates 116:

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 May 17, 2021, the Board's Policy Committee reviewed the proposed revisions/amendments to the below identified policies at the request of the Administration. Any revisions noted by the Policy Committee have been incorporated into the proposed documents.

- FFA (LOCAL) Student Welfare - Wellness and Health Services
- CQB (LOCAL) Technology Resources – Cybersecurity
- DCD (LOCAL) Employment Practices - At-will Employment
- DCE (LOCAL) Employment Practices - Other Types of Contracts
- FFAC (LOCAL) Wellness and Health Services - Medical Treatment
- GKA (LOCAL) Community Relations - Conduct on School Premises

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:6/21/2021

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

- FFA (LOCAL) Student Welfare - Wellness and Health Services
- CQB (LOCAL) Technology Resources – Cybersecurity
- DCD (LOCAL) Employment Practices - At-will Employment
- DCE (LOCAL) Employment Practices - Other Types of Contracts
- FFAC (LOCAL) Wellness and Health Services - Medical Treatment
- GKA (LOCAL) Community Relations - Conduct on School Premises

POLICY ROUTING FORM

Date: 4/28/21

Policy: FFA (LOCAL)

Type: Local Exhibit Regulation

Action: New Review Amend Delete

Source: Department TASB – Annual TASB Update

Assigned: Academic Administrative Business Schools Technology

Rational:

Updated FFA to include revised language for the Wellness Plan.

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: _____
Rationale: _____

Date: May 5, 2021

Submitted to Policy Committee Date: _____

Board 1st Reading Date: _____

Board 2nd Reading Date: _____

Sent to TASB Date: _____

Closed Date: _____

Legal Review/Approval

Policy: FFA (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Bunger

Date: April 28, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____

Date: _____

Policy Committee Review

Date: _____

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Approved

Approved with Revisions

Not Approved

Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

The District shall support the general wellness of all students by implementing measurable goals to promote sound nutrition and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

Wellness

~~The District shall follow nutrition guidelines that advance student health and reduce childhood obesity and shall promote the general wellness of all students through nutrition education, physical activity, and other school-based activities.~~

**Development,
Implementation, and
Review of Guidelines
and Goals**

The local school health advisory council (SHAC), on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

[See BDF for required membership of the SHAC.]

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary. ~~The Wellness Plan shall be placed on the District's website.~~

~~The District shall develop nutritional guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school~~

	food service, school administration, the Board, parents and the public. [See BDF and EHAA]
Nutrition Guidelines	The District's shall ensure that nutritional guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance guidelines , except when the District allows an exemption for fundraising activities as authorized by state and federal rules [See CO and FJ] and that all foods and beverages available on each campus shall be in compliance with all applicable federal and state regulations and guidelines.
Foods and Beverages Sold	
Foods and Beverages Provided	The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan. The District shall create, implement, and monitor a single practice regarding the availability of foods and beverages during the school day at school parties and other campus events. The food service department shall provide annually to campus administrators a copy of the latest state and federal nutrition guidelines and policies regarding foods and beverages in schools. Such information shall be distributed to all campus staff to ensure compliance with said guidelines and policies.
Wellness Goals	The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [see EHAB and EHAC] and shall use health course curriculum that emphasizes the importance of proper nutrition. [See EHAA] The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.
Nutrition Promotion and Education	The District establishes the following goal for nutrition promotion: The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings. The District establishes the following goal for nutrition education: The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors. The District shall adhere to all applicable federal and state regulations and guidelines regarding the availability of competitive foods on District premises/property.

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

Physical Activity	<p>The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB and EHAC]</p> <p>In addition,†The District establishes the following goals for physical activity:</p> <ol style="list-style-type: none">1. The District shall provide an environment that fosters safe, and enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.2. Physical education classes shall regularly emphasize moderate to vigorous activity.	
Other School-Based Activities	<p>The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities:</p> <ol style="list-style-type: none">1. The District shall promote Wwellness for students and their families shall be promoted at suitable District and campus school activities.2. The District shall promote Eemployee wellness activitieseducation and involvement shall be promoted at suitable District and campus school activities.	194
Implementation	<p>The Superintendent or designee assistant superintendent for academic services and the assistant superintendent of school support services shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures for periodically measuring the implementation of the wellness policy.</p>	
Evaluation	<p>The District shall comply with federal requirements for evaluating this policy and the wellness plan, as well as, the District's and each campus's level of compliance with the policy and the plan.</p> <p>Annually, the SHAC shall assess and prepare a report of each campus's progress toward meeting the goals listed in this policy and in the wellness plan, including a summary of each campus's major activities and events tied to the wellness program and the extent to which the wellness policy and plan compare with any state or federally designated model wellness policies.</p>	
Public Notification		

The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

Records Retention

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

The District shall support the general wellness of all students by implementing measurable goals to promote sound nutrition and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

**Development,
Implementation, and
Review of Guidelines
and Goals**

The local school health advisory council (SHAC), on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the District's food service provider, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

[See BDF for required membership of the SHAC.]

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

Nutrition Guidelines

Foods and
Beverages Sold

The District's nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance, except when the District allows an exemption for fundraising activities as authorized by state and federal rules [See CO and FJ].

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

Foods and Beverages Provided	The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.
Wellness Goals Nutrition Promotion and Education	The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [See EHAA] The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District. The District establishes the following goal for nutrition promotion: The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings. The District establishes the following goal for nutrition education: The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
Physical Activity	The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB and EHAC] The District establishes the following goals for physical activity: <ol style="list-style-type: none">1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.2. Physical education classes shall regularly emphasize moderate to vigorous activity.
Other School-Based Activities	The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities: <ol style="list-style-type: none">1. The District shall promote wellness for students and their families at suitable District and campus activities.2. The District shall promote employee wellness activities and involvement at suitable District and campus activities.
Implementation	The Superintendent or designee shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures.

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STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

Evaluation

The District shall comply with federal requirements for evaluating this policy and the wellness plan

Public Notification The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

Records Retention

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

POLICY ROUTING FORM

Date: 4/28/2021

Policy: CQB (LOCAL)

Type: Local Exhibit Regulation

Action: New Review Amend Delete

Source: Department TASB – Annual TASB Update

Assigned: Academic Administrative Business Schools Technology

Rational:

CQB(LOCAL) TECHNOLOGY RESOURCES: CYBERSECURITY

To ease compliance with state law provisions requiring the board to select a cybersecurity training program and verify and report cybersecurity training by district employees, recommended revisions to this policy provide for the board to delegate these responsibilities to the superintendent.

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: Alvin McQuarrie

Date: 5/5/2021

Rationale:

Submitted to Policy Committee Date: _____

Board 1st Reading Date: _____

Board 2nd Reading Date: _____

Sent to TASB Date: _____

Closed Date: _____

Legal Review/Approval

Policy: CQB (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Burger **Date:** April 28, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____ **Date:** _____

Policy Committee Review

Date: _____

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- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

- Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
- Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
- Training** The Board delegates to the Superintendent the authority to:
1. Determine ~~Each District employee and Board member shall annually complete~~ the cybersecurity training program to be annually completed ~~designated~~ by each employee and Board member; and
 2. Verify ~~the District. The District shall verify~~ and report compliance with staff training requirements in accordance with guidance from ~~the~~ the Department of Information Resources.
- ~~The~~ ~~Additionally, the~~ District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
- Security Breach Notifications** Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:
1. Written notice.
 2. Email, if the District has email addresses for the affected persons.
 3. Conspicuous posting on the District's websites.
 4. Publication through broadcast media.
- The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.
- Identity Theft** Breaches of security involving identity theft shall be handled in compliance with the District's established Identity Theft Prevention Program enacted on May 4, 2009, as Board Resolution No. 08-09-135. [See Employee Handbook]

201

- Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
- Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
- Training** The Board delegates to the Superintendent the authority to:
1. Determine the cybersecurity training program to be annually completed by each employee and Board member; and
 2. Verify and report compliance with staff training requirements in accordance with guidance from the Department of Information Resources.
- The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
- Security Breach Notifications** Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:
1. Written notice.
 2. Email, if the District has email addresses for the affected persons.
 3. Conspicuous posting on the District's websites.
 4. Publication through broadcast media.
- The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.
- Identity Theft** Breaches of security involving identity theft shall be handled in compliance with the District's established Identity Theft Prevention Program enacted on May 4, 2009, as Board Resolution No. 08-09-135. [See Employee Handbook]

POLICY ROUTING FORM

Date: 4/28/21

Policy: DCD (LOCAL)

Type: Local Exhibit Regulation

Action: New Review Amend Delete

Source: Department TASB – Annual TASB Update

Assigned: Academic Administrative Business Schools Technology

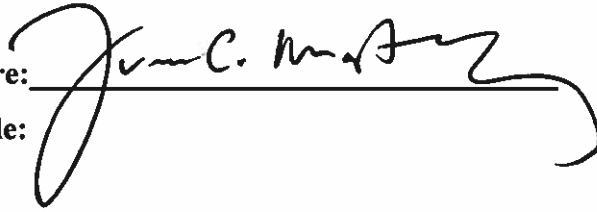
Rational:

Recommended revisions clarify that an at-will employee's appeal of dismissal would follow the district's employee grievance policy and not begin with the board.

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

203

Signature: 

Date: 5-7-21

Rationale:

Submitted to Policy Committee Date: _____

Board 1st Reading Date: _____

Board 2nd Reading Date: _____

Sent to TASB Date: _____

Closed Date: _____

Legal Review/Approval

Policy: DCD (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Bunger

Date: April 28, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____

Date: _____

Policy Committee Review

Date: _____

204

Approved

Approved with Revisions

Not Approved

Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Actions to Board

A dismissed employee may ~~request to be heard by the~~ ~~dismissal~~ ~~Board~~ appeal request to be heard by the ~~dis-~~ ~~missal~~ ~~Board~~ in accordance with DGBA(LOCAL).

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

Personnel not hired under a contract shall be employed on an at-will basis.

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At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Actions

A dismissed employee may appeal the dismissal in accordance with DGBA(LOCAL).

POLICY ROUTING FORM

Date: 4/28/21

Policy: DCE (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 clarify that an appeal by an employee whose non-Chapter 21 contract is not reissued at the end of the contract period would follow the district's employee grievance policy and not begin with the board.

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

207

Signature: *J. L. Mattingly*
Rationale:

Date: 5-7-21

Submitted to Policy Committee Date: _____

Board 1st Reading Date: _____

Board 2nd Reading Date: _____

Sent to TASB Date: _____

Closed Date: _____

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Non-Chapter 21
Contracts**

The Board elects to employ certain categories of professional positions, which shall be filled by persons duly licensed for such positions under the appropriate state licensing or certifying agency, under term contracts that are not subject to the provisions of Texas Education Code Chapter 21, Subchapter E. Non-Chapter 21 contracts shall be provided to full-time teachers with District permits or meet District teaching requirements, licensed specialists in school psychology, licensed professional counselors who are not serving as school counselors, occupational therapists, physical therapists, speech language pathologists, and administrators who do not supervise Chapter 21 certified employees, including the chief legal counsel.

209

Suspension

A term contract employee may be suspended or placed on administrative leave with or without pay by the Superintendent during an investigation or alleged misconduct by the employee or at any time the Superintendent determines that the District's best interests will be served by the suspension or administrative leave.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

¹ Innovation Plan: <https://www.irvingisd.net/DOI>

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

**Non-Chapter 21
Contracts**

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An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

¹ Innovation Plan: <https://www.irvingisd.net/DOI>

Legal Review/Approval

Policy: DCE (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Bungen

Date: April 28, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____

Date: _____

Policy Committee Review

Date: _____

- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

Legal Review/Approval

Policy: FFAC (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Burger

Date: April 28, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____

Date: _____

Policy Committee Review

Date: _____

213

Approved

Approved with Revisions

Not Approved

Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

**No employee Student
Illness**

~~Procedures shall give~~ be established by the administration to ensure that proper attention is given to ~~any student~~ prescription who becomes ill during the course of a school day.

**Accidents Involving
Students**

~~Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.~~

**Emergency
Treatment Forms**

~~Each year, students and parents shall complete and sign, online or on paper, a form that provides emergency information and authorizes school officials to obtain emergency medical treatment, as provided by law.~~

**Administering
Medication**

~~The District recognizes that at times it may be necessary for a student to take oral medication, nonprescription at school. Employees authorized to administer oral medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this to a student shall include principals, registered nurses, clinic assistants, athletic trainers, clerks, or other District policy employees designated by the principal.~~

**Possession and
Storage of
Medication Provided
by Parent**

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations: ~~All medications shall be brought to the campus clinic or office area where they shall be kept in a locked container or cabinet. Students shall not possess any form of oral medication while at school other than to transport such to the designated location for proper storage. Medication shall be refrigerated only if such storage instruction is printed on the label. At the end of the school year, all medication left at school shall be returned to the parent or destroyed.~~

**Conditions for
Administering
Medication**

~~Designated employees of the District may administer medication to a student if the following conditions are met:~~

**Prescription
Medications**

- ~~1. The District has received a written request to administer the medication from a parent, legal guardian, or other person having legal control of the student.~~
- ~~2. The medication must be in the original container bearing a prescription label that includes the student's name, name of medicine, dosage, mode of administration, name of prescribing physician, name of pharmacy filling the prescription, and the date the prescription was filled.~~

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- ~~3. Prescription inhalant medications and/or anaphylaxis medicine, if properly labeled, may be carried by the student for self-administration if directed in writing by the physician and parent and the student has demonstrated to the school nurse appropriate skill level and self-responsibility for self-administration. A written statement from the physician must state the student has asthma or is subject to anaphylaxis and is capable of self-administering the prescription medication. This request must be filed in the school clinic.~~
- ~~4. All physician's sample medication must be accompanied by a written authorization from the physician.~~

~~Over the Counter
Medication~~

1. Prescription medication in accordance with legal requirements.

~~Nonprescription~~ Designated employees of the District may administer over the counter medications to students if the following conditions are met (labels on over the counter medications shall designate contents as MEDICATION):

- ~~1. The District has received a written request to administer the medication from a parent, legal guardian, or other person having legal control of the student.~~
- ~~2. The written request of the parent/guardian must indicate the dosage, frequency of need, reason the medication, upon a parent's written request, when properly labeled is needed, and the date(s) and time to be administered.~~
- 3.1. The medication must be stored in the original unopened container. Dosage must be within the recommended amount for school-age children. Medication may not be given for longer than five consecutive school days unless directed in writing by a physician.
2. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

No Medication
Provided by District

The District shall not purchase medication to administer to a student.

~~The student shall report to the campus clinic to take any medication. Exceptions to the campus clinic being the location for administering medication may be made if such change is recommended by an ARD committee.~~

Psychotropics

Except as permitted by ~~law Education Code 38.016~~, an employee shall not:

- ~~1.2.~~ Recommend to a student or a parent that the student use a psychotropic drug;
- ~~2.3.~~ Suggest a particular diagnosis; or
- ~~3.4.~~ Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary. **Civil Liability Immunity**

~~The enactment of this policy is for the sole purpose of providing the District, its Board, and its employees immunity from civil liability for damages or injuries resulting from the administering of medication to a student as provided by Texas Education Code 22.052, and should not be construed to authorize any school employee to render medical treatment to students.~~

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No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

217

No Medication Provided by District

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The District shall seek appropriate emergency care for a student as required or deemed necessary.

POLICY ROUTING FORM

Date: 4/28/21

Policy: GKA (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 change aligns with changes made at Update 115 to the grievance policies at FNG and GF.

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

218

Signature: Janice Pons, Ed.D.

Date: 5/10/21

Rationale:

Submitted to Policy Committee Date: _____

Board 1st Reading Date: _____

Board 2nd Reading Date: _____

Sent to TASB Date: _____

Closed Date: _____

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted 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 FNG and GF]

220 |

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions
Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

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Property**

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221

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2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



ACTION ITEM
06/21/2021

TOPIC: Consider Approval of First and Final Reading of Proposed Revisions to the Local Policies:

SUBMITTED BY: David T. Bunger, District General Counsel

BACKGROUND: The proposed revisions to the below referenced policies are submitted for Board approval of First and Final 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 and Final Reading. On June 21, 2021, the Board's Policy Committee reviewed the proposed revisions/amendments to the below identified policies at the request of the Administration. Any revisions noted by the Policy Committee have been incorporated into the proposed documents.

- DEC (LOCAL) Compensation and Benefits – Leaves and Absences
- DEA (LOCAL) Compensation and Benefits – Compensation Plan

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

RECOMMENDED BOARD MOTION: I move the Board approve the First and Final 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:6/21/2021

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

- DEC (LOCAL) Compensation and Benefits – Leaves and Absences
- DEA (LOCAL) Compensation and Benefits – Compensation Plan

POLICY ROUTING FORM

Date: 06/14/2021

Policy: DEA (LOCAL)

Type: Local Exhibit Regulation

Action: New Review Amend Delete

Source: Department TASB – Annual TASB Update

Assigned: Academic Administrative Business Schools Technology

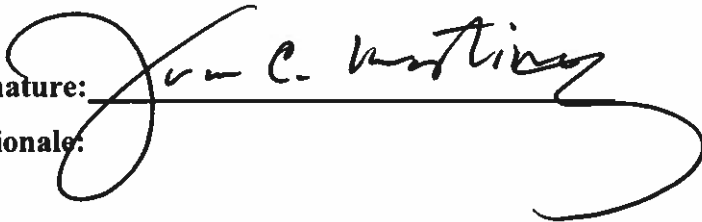
Rational:

Updated DEA local to authorize Superintendent to pay employees during emergency closing and premium for those who are required to work during the emergency closing.

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

224

Signature: 

Date: 6-15-21

Rationale:

- Submitted to Policy Committee Date: _____
- Board 1st Reading Date: _____
- Board 2nd Reading Date: _____
- Sent to TASB Date: _____
- Closed Date: _____

Legal Review/Approval

Policy: DEA (LOCAL)

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

1st Revision: David Berger **Date:** June 14, 2021

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

2nd Revision: _____ **Date:** _____

Policy Committee Review

Date: _____

225

- Approved
- Approved with Revisions
- Not Approved
- Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

PROPOSED REVISIONS

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

Pay Administration

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

226

Annualized Salary

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

Pay Increases

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

Mid-Year Pay Increases

Contract Employees

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

Noncontract Employees

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

Pay During Closing

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

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
During Disasters

~~After authorization by resolution or other Board action and in accordance with such authorization, n~~Nonexempt employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

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

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*Mid-Year Pay
Increases*

**Contract
Employees**

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COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

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POLICY ROUTING FORM

Date: 6/14/21

Policy: DEC (LOCAL)

Type: Local Exhibit Regulation

Action: New Review Amend Delete

Source: Department TASB – Annual TASB Update

Assigned: Academic Administrative Business Schools Technology

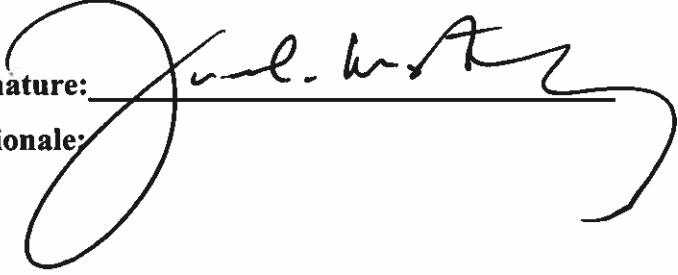
Rational:

Updated the policy to be in line with the Employee Handbook with regards to job abandonment.

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

230

Signature: 

Date: 6-15-21

Rationale:

- Submitted to Policy Committee Date: _____
- Board 1st Reading Date: _____
- Board 2nd Reading Date: _____
- Sent to TASB Date: _____
- Closed Date: _____

Legal Review/Approval

Policy: DEC (LOCAL)

Approved – Send to Policy Committee

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

1st Revision: David Burger

Date: June 14, 2021

Approved – Send to Policy Committee

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

2nd Revision: _____

Date: _____

Policy Committee Review

Date: _____

231

Approved

Approved with Revisions

Not Approved

Hold

Comments:

Board Review

1st Reading: _____

2nd Reading: _____

Legal Processing

Policy Sent to TASB: _____

Posted to Website: _____

File Updated: _____

Policy Notebook Updated: _____

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Definitions

The term "immediate family" is defined as:

Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

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Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Proration
*Employed for
Less Than Full
Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

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Recording

Leave shall be recorded as follows:

1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of catastrophic leave bank days shall be permitted only after all available state and local leave has been exhausted.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent five or more consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

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In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Limitations

Request for
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Duration of
Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays, and no more than five workdays per year shall be approved for discretionary use of leave.

Local Leave

All employees shall earn paid local leave each school year. Paid local leave shall be available as follows:

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- An employee in a ten-month position, or who normally works less than 202 days, shall earn five paid local leave days per year.
- An employee in an 11-month position, or who normally works between 202 and 224 days, shall earn six paid local leave days per year. This shall include 11-month custodians.
- An employee in a 12-month position, or who normally works more than 224 days, shall earn seven paid local leave days per year.

Local leave shall be earned at the rate of one-half leave day for each 18 days of employment for the first 180 workdays of the employment year. One day shall then be earned for each 22 workdays of the employment year, up to the maximum given for each type of position.

Local leave shall accumulate to a maximum of 60 leave days.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year [see DEC(LEGAL)], except that an employee may contribute local leave to a sick leave bank and may use local leave for leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Job Abandonment

Employees who are absent from work for three consecutive working days without notice ~~and who cannot be reached by a supervisor~~ may be deemed to have voluntarily resigned from the District and may be separated from the District due to job abandonment

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

(i.e. failure to fulfill duties or responsibilities, repeated and continued neglect of duties, etc.) in accordance with District policy. [See DFBA, DFBB, and DCD series]

Catastrophic Leave Bank

The District shall establish a catastrophic leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave.

If the employee is unable to request leave from the catastrophic leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the catastrophic leave bank that address the following:

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1. Membership in the catastrophic leave bank, including the number of days an employee must donate to become a member;
2. Procedures to request leave from the catastrophic leave bank;
3. The maximum number of days per school year a member employee may receive from the catastrophic leave bank;
4. The committee or administrator authorized to consider requests for leave from the catastrophic leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the catastrophic leave bank.

Appeal

All decisions regarding the catastrophic leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

Family and Medical Leave

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Twelve-Month Period

Combined Leave for Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
Certification of Leave	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
Fitness-for-Duty Certification	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
End of Semester Leave	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
Temporary Medical Leave for Noncertified Employees	The District may grant a noncertified employee up to 45 calendar days of unpaid temporary medical leave for a work-related or non-work-related personal injury or illness once all other available leave has been exhausted. The employee may elect to continue the District's group insurance plan, at his or her own expense. [See CRD]
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See</p>

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CRD(LOCAL) regarding payment of insurance contribution during employee absences.]

	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<p>Paid Leave Offset</p>	<p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]</p>
<p>Court Appearances</p>	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</p>
<p>Reimbursement of Leave Upon Retirement</p>	<p>The following leave provisions shall apply to local leave earned beginning on the original effective date of this program.</p> <p>An employee who retires from employment with the District shall be eligible for reimbursement of local leave under the following conditions:</p> <ol style="list-style-type: none">1. The employee's retirement from the District is voluntary.2. The employee provides notice of the retirement by the established deadline.3. The employee has at least 15 days of available state leave. <p>The employee shall be reimbursed for each day of local leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</p> <p>The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.</p>

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COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

Definitions

Family

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

Earning Local Leave

An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.

Deductions

Leave Without Pay

The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.

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COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Proration
*Employed for
Less Than Full
Year*

If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for:

1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and
2. Local leave the employee used but had not earned as of the date of separation.

*Employed for Full
Year*

If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.

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Recording

Leave shall be recorded as follows:

1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.
2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.
3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.

Order of Use

Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]

Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:

1. Local leave.
2. State sick leave accumulated before the 1995–96 school year.
3. State personal leave.

Use of catastrophic leave bank days shall be permitted only after all available state and local leave has been exhausted.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent five or more consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

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In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Limitations

Request for
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Duration of
Leave

Discretionary use of state personal leave shall not exceed three consecutive workdays, and no more than five workdays per year shall be approved for discretionary use of leave.

Local Leave

All employees shall earn paid local leave each school year. Paid local leave shall be available as follows:

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- An employee in a ten-month position, or who normally works less than 202 days, shall earn five paid local leave days per year.
- An employee in an 11-month position, or who normally works between 202 and 224 days, shall earn six paid local leave days per year. This shall include 11-month custodians.
- An employee in a 12-month position, or who normally works more than 224 days, shall earn seven paid local leave days per year.

Local leave shall be earned at the rate of one-half leave day for each 18 days of employment for the first 180 workdays of the employment year. One day shall then be earned for each 22 workdays of the employment year, up to the maximum given for each type of position.

Local leave shall accumulate to a maximum of 60 leave days.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year [see DEC(LEGAL)], except that an employee may contribute local leave to a sick leave bank and may use local leave for leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Job Abandonment

Employees who are absent from work for three consecutive working days without notice may be deemed to have voluntarily resigned from the District and may be separated from the District due to job abandonment (i.e. failure to fulfill duties or responsibilities, repeated and continued neglect of duties, etc.) in accordance with District policy. [See DFBA, DFBB, and DCD series]

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Catastrophic Leave Bank

The District shall establish a catastrophic leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee experiences a catastrophic illness or injury and has exhausted all paid leave.

If the employee is unable to request leave from the catastrophic leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the catastrophic leave bank that address the following:

1. Membership in the catastrophic leave bank, including the number of days an employee must donate to become a member;
2. Procedures to request leave from the catastrophic leave bank;
3. The maximum number of days per school year a member employee may receive from the catastrophic leave bank;
4. The committee or administrator authorized to consider requests for leave from the catastrophic leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the catastrophic leave bank.

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Appeal

All decisions regarding the catastrophic leave bank may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.

Family and Medical Leave

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured backward from the date an employee uses FMLA leave.

Twelve-Month Period

Combined Leave for Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

	use of intermittent or reduced schedule leave due to a medical necessity.]	
Certification of Leave	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]	
Fitness-for-Duty Certification	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.	
End of Semester Leave	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester]	244
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]	
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>	
Temporary Medical Leave for Noncertified Employees	The District may grant a noncertified employee up to 45 calendar days of unpaid temporary medical leave for a work-related or non-work-related personal injury or illness once all other available leave has been exhausted. The employee may elect to continue the District's group insurance plan, at his or her own expense. [See CRD]	
Workers' Compensation	<hr/> Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.] <hr/>	

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<p>Paid Leave Offset</p>	<p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]</p>
<p>Court Appearances</p>	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</p>
<p>Reimbursement of Leave Upon Retirement</p>	<p>The following leave provisions shall apply to local leave earned beginning on the original effective date of this program.</p> <p>An employee who retires from employment with the District shall be eligible for reimbursement of local leave under the following conditions:</p> <ol style="list-style-type: none">1. The employee's retirement from the District is voluntary.2. The employee provides notice of the retirement by the established deadline.3. The employee has at least 15 days of available state leave. <p>The employee shall be reimbursed for each day of local leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.</p> <p>The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.</p>

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JUNE 2021 REPORT FROM DIVISION OF BUSINESS SERVICES

TAX OFFICE

Total Tax Collections for May 2021 are \$644,845.

	<u>MAY 2021</u>	<u>YEAR TO DATE</u>
Current Year	\$ 417,387	\$ 193,695,202
Delinquent	114,791	736,458
Penalty & Interest	112,647	1,497,547
Other	20	1,499
Total	<u>\$ 644,845</u>	<u>\$ 195,930,706</u>

BUSINESS SERVICES

Payroll for May 2021 was paid as follows:

	<u>GROSS PAY</u>	<u>BENEFITS</u>	<u>TOTAL</u>
Local Maintenance	\$ 18,781,724	\$ 3,606,127	\$ 22,387,851
Special Revenue	2,036,194	417,663	\$ 2,453,857
Total	<u>\$ 20,817,918</u>	<u>\$ 4,023,790</u>	<u>\$ 24,841,708</u>

INVESTMENT EARNINGS REPORT

	<u>MAY 2021</u>	<u>YEAR TO DATE</u>
Local Maintenance	\$ 24,343	\$ 180,345
Federal Programs	924	14,719
Interest & Sinking	510	12,186
Capital Projects	0	0
Internal Service	144	1,987
Total All Funds	<u>\$ 25,922</u>	<u>\$ 209,237</u>

MEMO

TO: Gary Micinski, CFO
FROM: Cher Elzy, Director Tax Operations
SUBJECT: Monthly Tax Report
DATE: June 21, 2021

Attached for your consideration is the collection activity for the month of May 2021.

Our monthly collections for May reflect \$114,791 in delinquent collections and \$417,387 in current collections and \$112,646 in penalty and interest. Adjustments made (\$1,471,831) in changes to delinquent tax years and \$14,905,643 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 \$9,742,773 for the month of May 2021.

**IRVING INDEPENDENT SCHOOL DISTRICT
MAY 2021
TAX COLLECTION REPORT**

IISD:

	M-T-D FY 2019-2020	M-T-D FY 2020-2021	Y-T-D FY 2019-2020	Y-T-D FY 2020-2021
Current Year	887,413.99	417,386.90	181,934,802.79	193,695,202.44
Delinquent	60,137.92	114,791.21	457,881.26	736,457.92
Penalty & Interest	152,862.54	112,646.39	1,065,727.63	1,497,546.86
Other	94.04	20.39	1,225.59	1,498.62
Sub-Total	1,100,508.49	644,844.89	183,459,637.27	195,930,705.84

Revenue year-to-date
compared to prior fiscal year 12,471,068.57

OTHER COLLECTIONS:

Research Fees	0.00	767.00
Attorney Fees	45,252.60	596,221.64
Court Costs	0.00	0.00
Rendition Penalty	74.39	11,183.18

REFUNDS:

	(42,421.80)	16,817.28
Total Collections	647,750.08	196,555,694.94

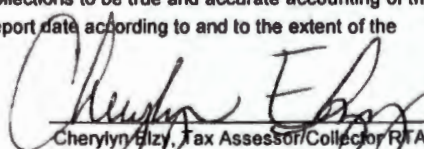
ACTIVITY SUMMARY:

	FY 2019-2020	FY 2020-2021
Collection Percentage Current Year	97.93%	97.99%
Compared to Prior Year		

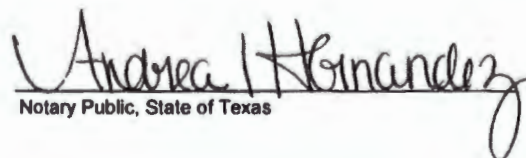
RECEIVABLES YEAR-TO-DATE SUMMARY

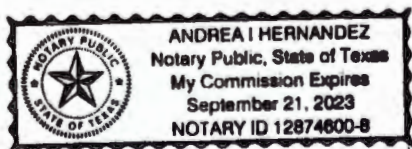
	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	182,781,679.51	7,978,941.94	190,740,621.45
Adjustments	14,905,642.54	(1,471,830.78)	13,433,811.76
Levy Paid	193,695,202.44	736,457.92	194,431,660.36
Ending Balance	3,972,119.61	5,770,653.24	9,742,772.85

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.


 Cheryln Elzy, Tax Assessor/Collector RTA

Signed and sworn before me this 2nd day of June, 2021


 Andrea Hernandez
 Notary Public, State of Texas



REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

Facilities and Operations Department

A total of 2436 work orders have been completed from May 1, 2021, through May 31, 2021. This includes 2290 corrective work orders and 146 preventive work orders.

Document Services - Laserfiche – In May, we received 1 Laserfiche requests/work orders and being processed by Document Services. We had 0 Records Center requests for employee files.

Public Information – In May, 11 requests were opened (5 are still being processed and 6 were completed). During the 2020-2021 school year, we have received 191 requests (173 have been closed and 18 are open for various reasons, including AG rulings).

Student Records – In May, 182 student records requests were received and 179 were completed.

Print Shop – 147 orders were received and 147 were completed.

Mail Center – In May, we processed 9,552 pieces of mail for US Postage at a cost of \$11,155.64. We processed 16 boxes at a cost of \$155.85. We continue to process interoffice mail daily.

SchoolDude Work Orders – In May, we closed and received a total of 45 new requests:

- Deliver Shred Console/Container – Total 0
- Destruction Approval/Shredding – Total 5
- Records Center Retrieval (Not to include Employee Services) – Total 0
- Shred Consoles Emptied – Total 36
- New Transfers to Records Center – Total 0
- Other – Total 4

Maintenance – The Maintenance Department maintains critical infrastructure in the following areas: Electrical, HVAC, Plumbing, Preventive Maintenance, Fire Safety Equipment, Kitchen Equipment, Elevators, Public Address Systems, Carpentry, Roofing, Painting, and Locks and Keys.

The Utilities Section – The team completed 390 work orders during the month of May. The plumbing section is installing new copper lines to classroom sinks at Farine ES. These lines burst during the winter freeze causing damage to millwork, flooring, and infrastructure. The HVAC section has begun changing units out at Hanes. The Electrical section is installing outlets at 17 locations at Nimitz to support LED tv's. Local and state inspection to fire safety equipment is underway.

The Structural Section – The team completed 286 work orders during the month of May. The section has begun framing of the water chases to the classrooms damage by the freeze at Farine ES. Summer painting is ongoing at Otis Brown ES, Sam Houston MS, and Nimitz HS.

The Grounds Section – In May, The Grounds Department worked constantly to maintain all campuses during a busy springtime season. They were busy mowing, trimming, and weeding beds. May is a very busy month due to rain and warmer temperatures. We have fertilized all sports fields and several campuses. We continue to work daily to control fire ants and wasps. We have continued to work cooperatively with all other departments in Facilities and Security. All irrigation systems are undergoing inspection and repair. The small engine shop continued to repair tractors and golf carts to keep our crews productive for the athletic programs. Our vehicle mechanic serviced and repaired numerous vehicles in our 128-vehicle fleet to ensure all vehicles were ready when needed.

Regulatory Compliance, IPM and Safety – In May, we attended a weeklong seminar on asbestos management. We resolved an indoor air quality issue at Elliot Elementary. We continue to work together with our Pest Control vendor to minimize pests in all of our campuses. We continue to stress to all employees the importance of safety to minimize the risk of exposure to Covid-19. This includes the need to social distance now that wearing a mask is optional to reduce the chances of spreading the virus. With the heat ramping up, we have started offering Gatorade to our Support Services teams. Facilities continues to stress to personnel the importance of using personal protective equipment while working especially hand sanitization, and proper social distance. We continue to train our employees in the SchoolDude work-order system. Our team is busy addressing several work orders dealing with the spring-time wave of fire ant issues. We also teamed with building managers, HVAC department, Structural Department, and Health Services Department to ensure that we are providing the best indoor air quality for our staff and students.

Operations – The Custodial Department completed 699 work orders for the month of May. Custodial Building Managers are responsible for light maintenance, replacing light bulbs, ballast, small plumbing repairs, inspecting roofs, inspecting gym bleachers, playground EQ Inspections, and general cleanliness of the buildings.

Warehouse – Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of April total 439 orders pulled and posted in MUNIS, School Dude, and Primero.

- 98.38% average delivery time in one day.
- Routine Delivery, Warehouse, Surplus, Document Management Work Orders for the month of May is 320 total work orders closed. This includes 161 work orders for Document Services and 159 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. Additionally, the Warehouse staff closed two auctions. The Warehouse staff assisted with the district graduation at Globe Life Field on May 28. The delivery drivers loaded diploma covers, table covers, and miscellaneous items at 6AM and picked up after the closing graduation at 8:30 PM.