

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES
7:00 PM

Irving ISD Board Room
2621 West Airport Freeway
Irving, TX 75062
Monday, September 20, 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 (Elliott Elementary)
- D. Recognition of the Teacher of the Month - Roxane Reynolds, Theater Teacher - Lady Bird Johnson Middle School 5
- E. Recognition of the Employee of the Month - Maria Perez, Secretary - Digital Learning Services 6
- F. Recognition of the Guest Educator of the Month - Lavonda Howard - Barbara Cardwell Career Preparatory Center 7
- G. Special Recognition
- H. Public Comment
 - 1. Non-Agenda Related Topics
 - 2. Agenda Related Topics

III. ACTION ITEMS

- A. Consider Approval of Consent Agenda Items:
 - 1. Consider Approval of Minutes of Board Work Session on Monday, August 16, 2021 and Regular Board Meeting on Monday August 16, 2021 (M. Hernandez) 8

2. Consider Approval of Financial Statement for July 2021 (A.D. Jenkins)	16
3. Consider Approval of Supplements to Irving ISD Tax Rolls (A.D. Jenkins)	41
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5. Consider Approval of Class Size Waiver Requests for the 2021-2022 School Year (J. Acosta/K.Gilleland/N.Brunk)	89
6. Consider Approval to Amend the Daily Rate of the Guest Educator Nurse Listed in the 2021-2022 Salary Schedule (JC Martinez/M. Webb)	91
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10. Consider Approval of Item No. 2022-01 Approving the Master Interlocal Agreement (MIA) Between the Irving Independent School District (Irving ISD) and Region 11 Education Service Center (ESC 11) (J. Pilgrim)	99
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12. Consider Approval of Item No. 2022-03 Approving the Renewal of Award for Request for Proposal (RFP) #18-16-861 for Network Infrastructure Cabling Services (J. Pilgrim/A. McQuarters)	107
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16. Consider Approval of Alternate Approver for Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE) (A. McQuarters)	123
17. Consider Approval of the MOU for Irving YMCA of Metropolitan Dallas Non-Childcare Facility Usage, Office Space and Storage Agreement (A. Smith)	124
18. Consider Acceptance of Amendment of the Contract Agreement Between Irving Independent School District and First Student, Inc. (A. Smith)	132
19. Consider Approval of Resolution No. 21-22-01 of the Board of Trustees of the Irving Independent School District Regarding the Provision of Temporary Local Leave for Certain Employees Due to the COVID-19 Pandemic (E. Kolni)	155
20. Consider Acceptance of Gifts and Donations to the District (F. Natividad)	162
B. Consider Approval of First Reading of Proposed Revisions to the Local Policy as Applicable per Department Updates: DGBA (LOCAL) Personnel - Management Relations - Employee Complaints/Grievances and FNG (LOCAL) Student Rights and Responsibilities - Student and Parent Complaints/Grievances (E. Kolni)	165

IV. OTHER BUSINESS

A. Written Reports

1. Division Reports

a. Business Services 197

b. Support Services 201

- Monthly Maintenance Work Order Summary Report

c. Human Resources

B. Announcements

1. Administration

a. Superintendent Announcement(s)

2. Board of Trustees

a. Individual Trustee Report on IISD Student Activity/Event

V. **EXECUTIVE SESSION**

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

VII. **ADJOURNMENT**

VIII. CALL TO ORDER AND MOMENT OF SILENCE FOR 5:30 P.M. WORK SESSION

IX. 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.

X. DISCUSSION ITEMS

A. Receive Overview of the 2020-2021 STAAR and EOC State Assessment Results (D. Galindo)

XI. ADJOURNMENT

RECOGNITION
September 20, 2021

TEACHER OF THE MONTH
September 2021

Ms. Roxane Reynolds joined the staff of Lady Bird Johnson Middle School last year as our Theater Teacher, and immediately made a HUGE impact by being one of the most positive, student-focused educators you could ever meet.

During her first year at JMS, Ms. Reynolds' students created virtual plays throughout the year by having remote and in-person learners collaborating via Zoom. Her students even created video trailers for the plays that were later shown throughout the JMS campus advertising their performances. The Broadcast students not only created a daily news broadcast for the campus, but even expanded their skills to include a recorded morning radio broadcast that showcased students serving as DJ's for the music they chose to share before each school day.

Ms. Reynolds also partnered with New York University to provide an amazing opportunity for a group of Advanced Theatre students to collaborate with other schools from around the country, as well as with professors from the NYU Verbatim Performance Lab. Her students were then able to participate in the NYU Steinhardt's "VPL Festival - If You Want to Switch Seats, We Could." Johnson Middle School students joined the New York United Nations International School in this event to showcase their skills in verbatim theatre.

This example is just one of many amazing collaborative, collegiate experiences that Ms. Reynolds brings to Irving ISD for the students in the theater program at JMS. Ms. Reynolds is an outstanding example of the many world-class, high caliber teachers that serve the students and families of Irving ISD.

Congratulations Ms. Roxanne Reynolds, on being September's Teacher of the Month!

RECOGNITION
September 20, 2021

EMPLOYEE OF THE MONTH
September 2021

Maria Perez proudly serves Irving ISD as the Secretary in Digital Learning Services. She has been a long-time employee of Irving ISD. Ms. Perez is such a sweet, helpful, and kind individual who loves to make others around her feel special. She is very organized in everything she does.

Maria has worked diligently over the years to build out many systems and processes for all her responsibilities to keep things running smoothly day to day across all parts of the Digital Learning Services Department.

Ms. Perez never tires of learning new things. She seems to truly love when her days are busy serving others, and fills her schedule with meaningful work that ultimately helps the department in supporting the campuses of Irving ISD.

We could not imagine a more deserving person than Maria to be honored as Irving ISD's newest Employee of the Month. As Ms. Perez prepares to retire in December, we could not be more thankful for her many years of service to the District, as she will be greatly missed.

Congratulations Ms. Maria Perez, on being September's Employee of the Month!

RECOGNITION
September 20, 2021

GUEST EDUCATOR OF THE MONTH
September 2021

Ms. Lavonda Howard has become a preferred Guest Educator, and is frequently requested by staff to assist at the Barbara Cardwell campus. Each day that she joins our campus, Ms. Howard brings a smile and joyful spirit to Cardwell as she supports our students, and she is well-respected across the entire staff.

Ms. Howard genuinely loves and cares for each of our students and staff, and it comes as no surprise to say that we all love her being a part of our campus. Because of her continued impact as an amazing Guest Educator at Barbara Cardwell, no matter what the assignment is for the day, we truly consider her to be a part of our family.

Congratulations Ms. Lavonda Howard, on being September's Guest Educator of the Month!



CONSENT AGENDA ITEM
August 16, 2021

TOPIC:

Consider Approval of Minutes of Board Work Session on Monday, August 16, 2021 and Regular Board meeting on Monday, August 16, 2021.

SUBMITTED BY: Magda Hernandez, Superintendent

BACKGROUND:

The Irving Independent School District Board of Trustees held a Board Work Session on Board Work Session on Monday, August 16, 2021 and Regular Board meeting on Monday, August 16, 2021. The minutes of each said meeting are hereby presented to the Board for review and approval.

ADMINISTRATIVE RECOMMENDATION:

Board Work Session on Board Work Session on Monday, August 16, 2021 and Regular Board meeting on Monday, August 16 2021.

RECOMMENDED BOARD MOTION:

I move for Board approval of the minutes of the Board Work Session on Board Work Session on Monday, August 16, 2021 and Regular Board meeting on Monday, August 16, 2021.

Additional Agenda Sheets Attached: Yes No

Attachments:

- Minutes of Board Work Session on Monday, *August 16, 2021*
- Minutes of Regular Board Meeting on Monday, *August 16, 2021*

IRVING INDEPENDENT SCHOOL DISTRICT
WORK SESSION - BOARD OF TRUSTEES
5:30 P.M.
2621 W. Airport Freeway, Irving, Texas, 75062
Monday, August 16, 2021

Call to Order

The work session was called to order by President Randy Randle at 5:31 p.m.

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

ALSO Magda Hernandez, Superintendent
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent
Dr. Jackie Gorena, Chief Learning Services Officer
Dr. Andre Smith, Chief of Academic Services
Alvin McQuarters, Chief of Technology, and Innovation
Dr. Lance Campbell, Assistant Chief of Campus
Operations
Fernando Natividad, Finance and Federal/State Programs
Officer
Dr. Jeannine Porter, Deputy Superintendent of School
Leadership
Jerome Pilgrim, Director of Purchasing
Meritza Webb, Executive Director Employee Services
Amy Reyes, Director of Benefits and Compensation
Cher Elzy, Director of Taxation
Jorge Acosta, Executive Director of Human Resources
Katie Gilleland, Director of Human Resources (West)
Jim Scrivner, Executive Director of Facilities & School
Support Services
Imelda Little, Executive Director Academic Support
Services
Jose Villasenor, Coordinator of Employee Wellness
Jennifer McKee, Director of Early Childhood Education
Mark Bradford, Director of School Safety and Security
Ahna Gomez, Executive Director of Secondary Schools
Sammy Andrews, Assistant Director of Facilities
Pam Capulong, Director of Benefits and Risk
Management
Nika Brunk, Director of Human Resources
Blanca de la Sierra, Director of Bilingual / ESL
Sheila Peragine, Executive Director of PK-5 Schools
Marlenis Alvarez, Special Assistant to the Deputy
Superintendent of School Operations
Litzzy Ambrocio, Special Assistant to the Deputy
Superintendent of School Leadership
Lynn Andrews, Executive Assistant to the Superintendent

Visitors: Geoffrey Harris, UEA
Phil Meaders, ISF 604 Creek way

Receive
Presentation on
the Texas Covid
Learning
Acceleration
Supports (TCLAS)

Dr. Jackie Gorena, Chief Learning Services Officer, this is a set of targeted supports available at the Local Education Agencies (LEAs) to accelerate student learning in the wake of Covid 19. TEA aims to provide a strategic approach, leverage statewide resources, and develop coordinated and coherent support for LEAs. TEA will determine eligibility.

Discuss
Nominations for

Ahna Gomez, Executive Director of Secondary Schools, asked the Board to

District
Improvement
Committee

nominate Parent Representatives, Community Representatives and Business Representatives to be part of the DIC. She asked for them to fill out the nomination form and return it to her by September 1, 2021.

Discussion of
Regular Board
Meeting Agenda
Matters

Discussion took place on the August 16, 2021, Regular Meeting Agenda matters.

The work session adjourned at 5:55 p.m.

**IRVING INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING - BOARD OF TRUSTEES
7:00 P.M.
2621 W. Airport Freeway, Irving, Texas, 75062
Monday, August 16, 2021**

Call to Order
Regular Meeting

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

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

ALSO Magda Hernandez, Superintendent
PRESENT: Dr. Juan Carlos Martinez, Deputy Superintendent
Dr. Jackie Gorena, Chief Learning Services Officer
Dr. Andre Smith, Chief of Academic Services
Alvin McQuarters, Chief of Technology, and Innovation
Fernando Natividad, Finance and Federal/State Programs Officer
Dr. Jeannine Porter, Deputy Superintendent of School Leadership
Esther Kolni, District General Counsel
Jerome Pilgrim, Director of Purchasing
Dr. Lance Campbell, Assistant Chief of Campus Operations
Meritza Webb, Executive Director Employee Services
Amy Reyes, Director of Benefits and Compensation
Jorge Acosta, Executive Director of Human Resources
Katie Gilleland, Director of Human Resources
Meritza Webb, Executive Director of Employee Services and HR Systems
Jim Scrivner, Executive Director of Facilities & School Support Services
Imelda Little, Executive Director Academic Support Services
Jennifer McKee, Director of Early Childhood Education
Ahna Gomez, Executive Director of Secondary Schools
Sammy Andrews, Assistant Director of Facilities
Karyn Beauchamp, Director of Clinic and Health Svcs
Nika Brunk, Director of Human Resources
Jose Villasenor, ESSER Wellness & Support Strategist
Sheila Peragine, Executive Director of PK – 5 Schools
Alejandro Mejia, Director of Transportation
Jill Peeples, Director of Communications & Marketing
Pam Capulong, Director of Benefits & Risk Management
Blanca de la Sierra, Director of Bilingual /ESL
Kym Taylor, MacArthur
Liliana Villado, Asst. Principal Keyes ES
Lyndsay Lee, Townsell
Kate Ross, Lamar
Kassie Price, Travis
Victoria Hasty, Cardwell
Apryl White, Bowie
Dee Scott, Townley
John Moss, de Zavala
Anne Lantey, Johnson MS
Sandra Oremade, Nimitz
Robert Tredway, Bil/ESL
Tomas Sértano, Travis MS

Marlenis Alvarez, Special Assistant to the Deputy Superintendent of School Operations
Litzzy Ambrocio, Special Assistant to the Deputy Superintendent of School Leadership
Lynn Andrews, Executive Assistant to the Superintendent

VISITORS: Phil Meadors, ISF
Geoffrey Harris, UEA
Nicholas Blas, Student Travis MS
Katrina Christopher
Theresa Patton Harbin 2904 Wingren Rd
Douglas Fullmor Family 1111 Edwards Ct
John French 1709 Rider Circle
David French 1709 Rider Circle
Jesse French 1709 Rider Circle
Shayla Caballero 1709 Rider Circle
Natalie Shaw 1629 Boundbrook

The invocation was given by Andrew Moss, former Irving High Graduate, and teacher at de Zavala MS

The pledges to the flags were led by Trustee Kelley.

Recognition of 2020-2021 Participants in Irving ISD Leaders Excelling & Advancing Performance (LEAP) Program

Katie Gilleland, Director of Human Resources introduced each LEAP participant and gave them a crystal paper weight. LEAP is a leadership opportunity that “grows your own” leadership pathway for Irving ISD employees. Irving ISD congratulates the 2020-2021 cohort of the LEAP program for an outstanding job in each leader’s successful completion of the program in its third year of implementation.

Recognition of the National Spelling Bee Finalist

Blanca de la Sierra, Director of Bilingual / ESL recognized Nicholas Blas from Travis MS for placing 5th in the National Spanish Spelling Bee held in July.

Public Meeting to Review and Discuss the 2021-2022 Budget and Proposed Tax Rate

Fernando Natividad, Finance and Federal/State Programs Officer presented the 21-22 Budget and 21-22 Tax rate. The budget process takes 3 months to complete. Irving ISD budget summary includes 3 components, general operation, fixed service and debt service. The revenue is made up of Local taxes, State revenue and other revenue. Mr. Natividad feels we have a very solid budget with a tax rate of 1.2007.

Public Comments

The following spoke in regard to masking and the Covid 19 pandemic.

Geoffrey Harris, UEA
Chelsea Fulmor, 1111 Edwards Ct
Coop Fulmor, 1111 Edwards Ct
Douglas Fulmor, 1111 Edwards Ct
Theresa Patton Harbin 2904 Wingren
Natalie Shaw 1629 Boundbrook
John French, 1709 Rider Circle

Motion was made by A.D. Jenkins, seconded by Dr. Rosemary Robbins, to approve the consent agenda as follows:

1. Approval of Minutes of the Board Work Session on Monday, July 19, 2021 and Regular Board Meeting on Monday, July 19, 2021.
2. Approval of Financial Statement for June 2021
3. Approval of Resolution and Order No. 20-21-15 Authorizing August Amendment to the 2020-2021 Budget
4. Approval of Supplement~~s~~ to Irving ISD Tax Rolls

5. Approval of Resolution No. 20-21-17 Approving Broker Dealers to Sell Securities to Irving ISD as Recommended by the Investment Committee
6. Approval of Resolution No. 20-21-18 Acknowledging the IISD Investment Policy has been Reviewed and Revised as Required by the Public Funds Investment Act
7. Approval of the Revised 2021-2022 T-TESS (Texas Teacher Evaluation & Support System) List of Approved Appraisers
8. Approval of 2021 Irving ISD Appraisal Roll
9. Approval of the Anticipated Collection Rate for the Tax Year 2021
10. Approval of Item No. 2021-45 Approving the Award of Request for Proposal (RFP) #21-92-737 for the Purchase of Awards, Trophies and Promotional Products
11. Approval of Item No. 2021-46 Approving the Expenditure of Funds Necessary for the Purchase of Consumable Office Products and Supplies for the 2021-2022 School Year
12. Approval of Item No. 2021-47 Approving the Renewal of Award of Request for Proposal (RFP) #18-62-732 for the Purchase of Excess Workers Compensation Insurance
13. Approval of Item No. 2021-48 Approving the Purchase of Buses
14. Approval of Site Lease Agreement with Dish Wireless LLC for Installation and Maintenance of a Cell Tower at Sam Houston Middle School Athletic Field

Motion passed 7-0

Approval of Resolution and Order No. 20-21-14 Approving and Adopting the Budget for 2021-2022 Fiscal Year; Appropriating Funds for Each Department, Project, and Account; and Authorizing Other Matters Related to the Subject

Motion was made by Nuzhat Hye and seconded by Michael Kelley

Motion passed 7-0

Approval of Resolution and Order No. 20-21-19 Levying Schools District Ad Valorem Taxes for the Irving Independent School District, Irving Texas, for the Fiscal Year 2021-2022; and Tax Year 2021 and for Each Year Thereafter Until

Motion was made by Nuzhat Hye and seconded by Pamela Campbell

Motions passed 7-0

Otherwise
Provided; Directing
the Assessment
and Collection
Therof

Approval of
Second Reading of
Proposed
Revisions to the
Local Policies as
Applicable per
TASB Updates
117: CH(LOCAL)
Purchasing and
Acquisition,
CHE(LOCAL)
Purchasing and
Acquisition –
Vendor
Disclosures and
Contracts,
CV(LOCAL)
Facilities
Construction,
DEC(LOCAL)
Compensation and
Benefits – Leaves
and Absences

Motion was made by Nuzhat Hye and seconded by Tony Grimes

Motion passed 7-0

Announcements
Administration

Superintendent Magda Hernandez announcements included:

- First Day of School – so good to see all the students in class
- PLC Model School Pierce and Brandenburg
- Convocation 2021
- Summer Graduation

Announcements
Board

Trustees wanted loved Convocation and gave shout outs to the PLC Schools Pierce and Brandenburg. Congrats to the Leapers for completing the course. Many schools were visited on this first day of school.

There being no further business, the meeting was adjourned at 8:09 p.m.

AGENDA SHEET

Meeting Date:*DATE*

Topic: Consider Approval of Minutes of Board Work Session on T Board Work Session on Monday, *DATE*, 2021 and Regular Board meeting on Monday, *DATE*, 2021.

CONSENT AGENDA ITEM

9/20/2021

TOPIC: Financial Statements for July 2021

SUBMITTED BY: Fernando Natividad, 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 July 2021.

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

Attachments:

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

Date: September 20, 2021
To: Fernando Natividad, Chief Financial Officer
From: Mahdia Lalee, Director of Business Operations
Subject: Financial Statements for July 2021

General Operating Fund

Revenue:

Total revenue and other sources for the General Operating Fund through July were \$316,428,735 or 92.5% of budget, compared to \$315,734,159 or 92% of budget last year, an increase of \$694,575 or 0.22%. The increase in total revenue and other sources was attributed to the following item:

- State revenue including per capita and foundation receipts through July totaled \$151,547,719 compared to \$161,367,094 last year, a decrease of \$9,819,375 or 6.1%. However, tax collections totaled \$156,830,534 compared to \$145,601,285 last year, an increase of \$11,229,249 or 7.7%.

Expenditures:

Total expenditures and other uses for the General Operating Fund through July were \$293,158,120 or 80.9% of budget, compared to \$286,254,995 or 80.9% of budget last year, an increase of \$6,903,126 or 2.4%. The increase in total expenditures was attributed to the following item:

- Function 11 – Payroll expenditures were \$174,855,924 or 89.9% of budget, compared to \$161,675,160 or 86.7% of budget last year, an increase of \$13,180,764 or 8.2%. This increase is attributed to the hiring of teachers for PreK programs at elementary campuses.
- Function 34 – Transportation expenditures were \$6,467,643 or 55% of budget, compared to \$8,091,918 or 65.4% of budget last year, a decrease of \$1,624,275 or 20.1%. The decrease is attributed to the decline in need for bus services and new buses due to remote learning.
- Interfund transfers out were zero this year compared to \$5,000,000 last year. A decrease of \$5,000,000

Food Service Fund

Revenue:

Total revenue and other sources for the Food Service Fund through July were \$19,933,479 or 108.6% of budget compared to \$20,295,071 or 82.4% of budget last year, a decrease of \$361,592 or 1.8%. The decrease in total revenue was attributed to the following item:

- Investment earnings through July was \$16,286 this year compared to \$293,861 last year. A decrease of \$277,575 or 94.5%

Expenditures:

Total expenditures and other uses for the Food Service Fund through July were \$17,375,400 or 68.6% of budget compared to \$18,301,312 or 64.5% of budget last year which represents a decrease of \$925,912 or 5.1%. The decrease in total expenditures was attributed to the following item:

- Function 81 – Capital projects expenditures were \$147,351 or 5.5% of budget, compared to \$741,949 or 19.8% of budget last year a decrease of \$594,598 or 80.1% of budget. Last year Food Service funded select kitchen renovations throughout the district.

Debt Service Fund

Revenue:

There was no significant difference in total revenue and other sources for the Debt Service Fund through July 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 July 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 July were \$24,930,478 compared to \$17,467,555 last year, an increase of \$7,462,923 or 42.7%. The increase is attributed to the additional funding received from the CARES Act and the extension of certain 2019-2020 Federal grants.

Expenditures:

Total expenditures and other uses for the Special Revenue Funds through July were \$26,946,680 compared to \$18,670,439 in the prior year which represents an increase of \$8,276,240 or 44.3%. 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. Also, the increase is attributed to the extension of certain 2019-2020 Federal grants.

Capital Projects Funds

Revenue:

There was no significant difference in total revenue and other sources for the Capital Projects Funds through July 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 July 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 July were \$2,393,734 or 96.6% of budget compared to \$1,506,540 or 100.9% of budget last year which represents an increase of \$887,194 or 58.9%.

- 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 \$890,120 through July.

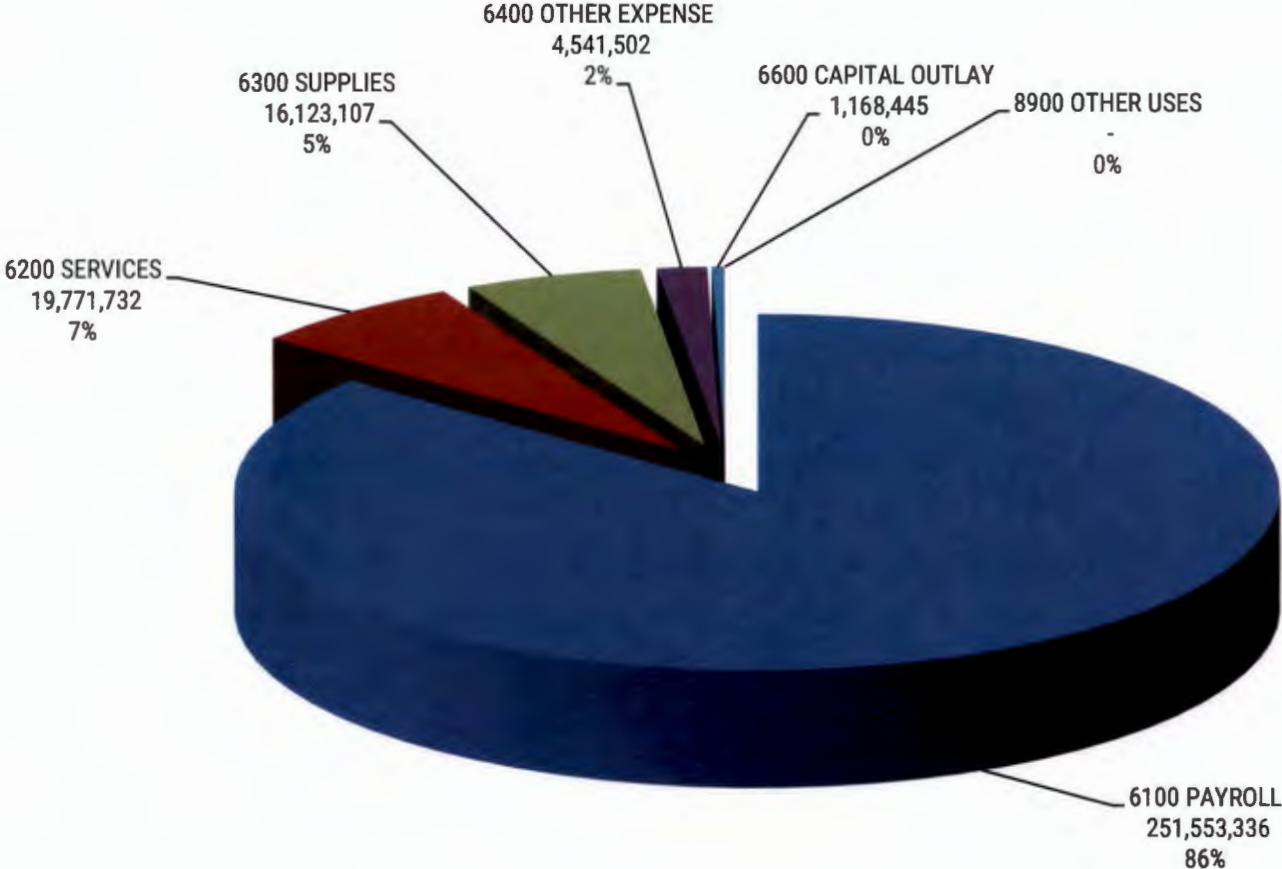
Expenditures:

Total expenditures for the Internal Service Funds through July were \$1,701,584 or 68.7% of budget, compared to \$1,553,165 or 61.6% of budget last year which represents an increase of \$148,419 or 9.6%.

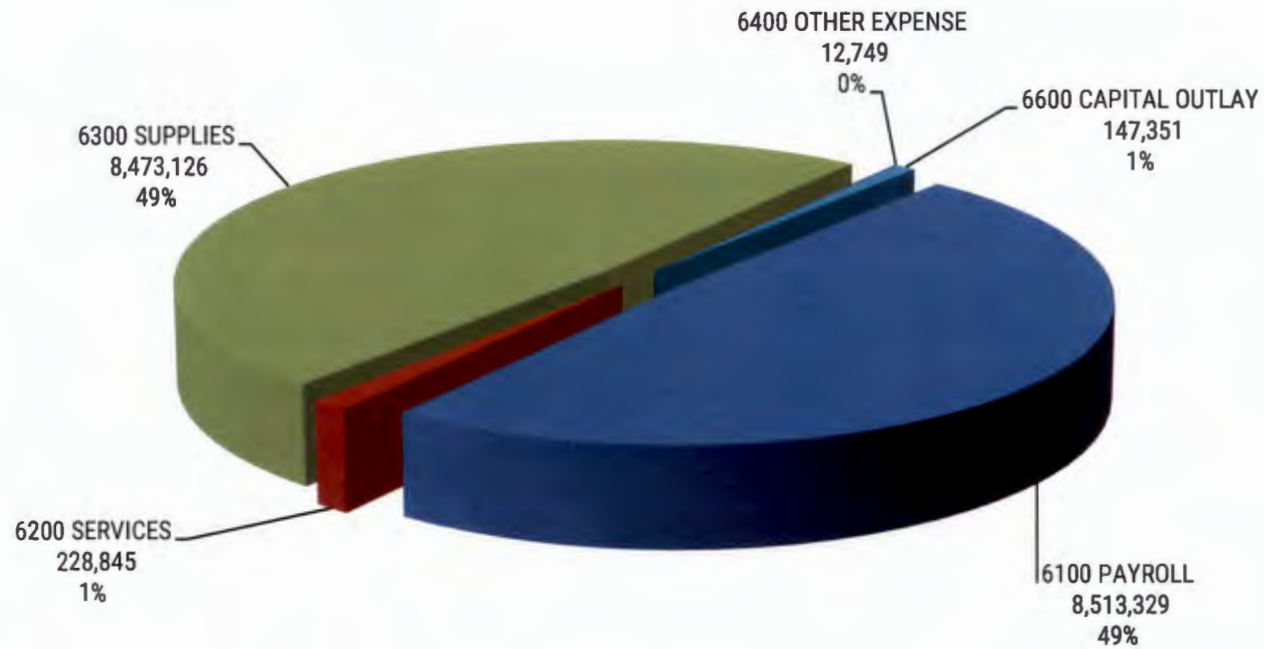
- Unemployment claims and other expenses are trending higher compared to last year. Unemployment claims and other expenses totaled \$136,868 compared to \$37,262 last year, an increase of \$99,607.

As of July 31, 2021, total net assets for all the Internal Service Funds were \$1,791,155. However, the Science Refurbishment Center and Print Shop had a negative net asset position.

General Operating Fund YTD Actual Expenditures July 31, 2021

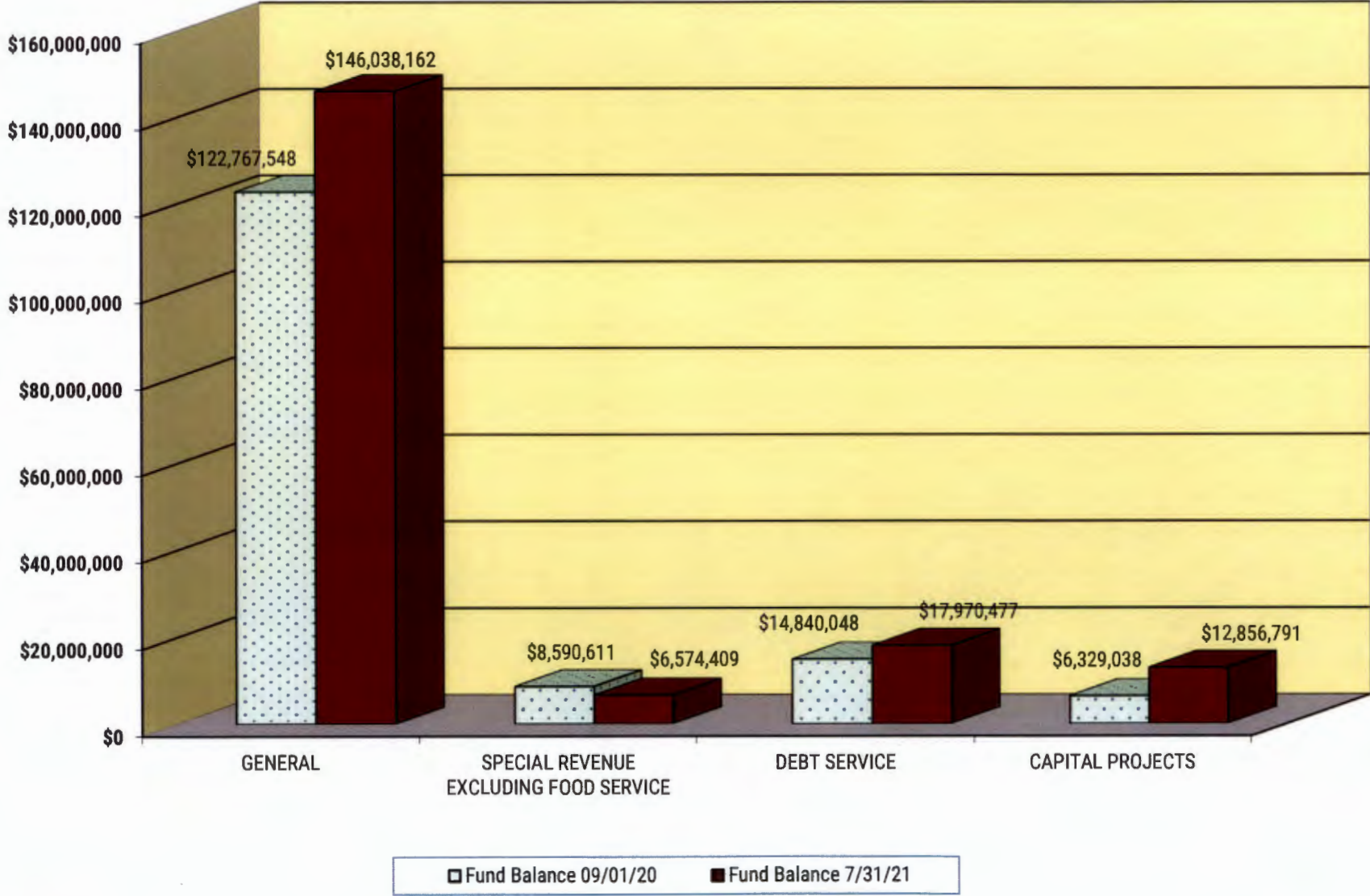


Food Service Fund YTD Actual Expenditures July 31, 2021

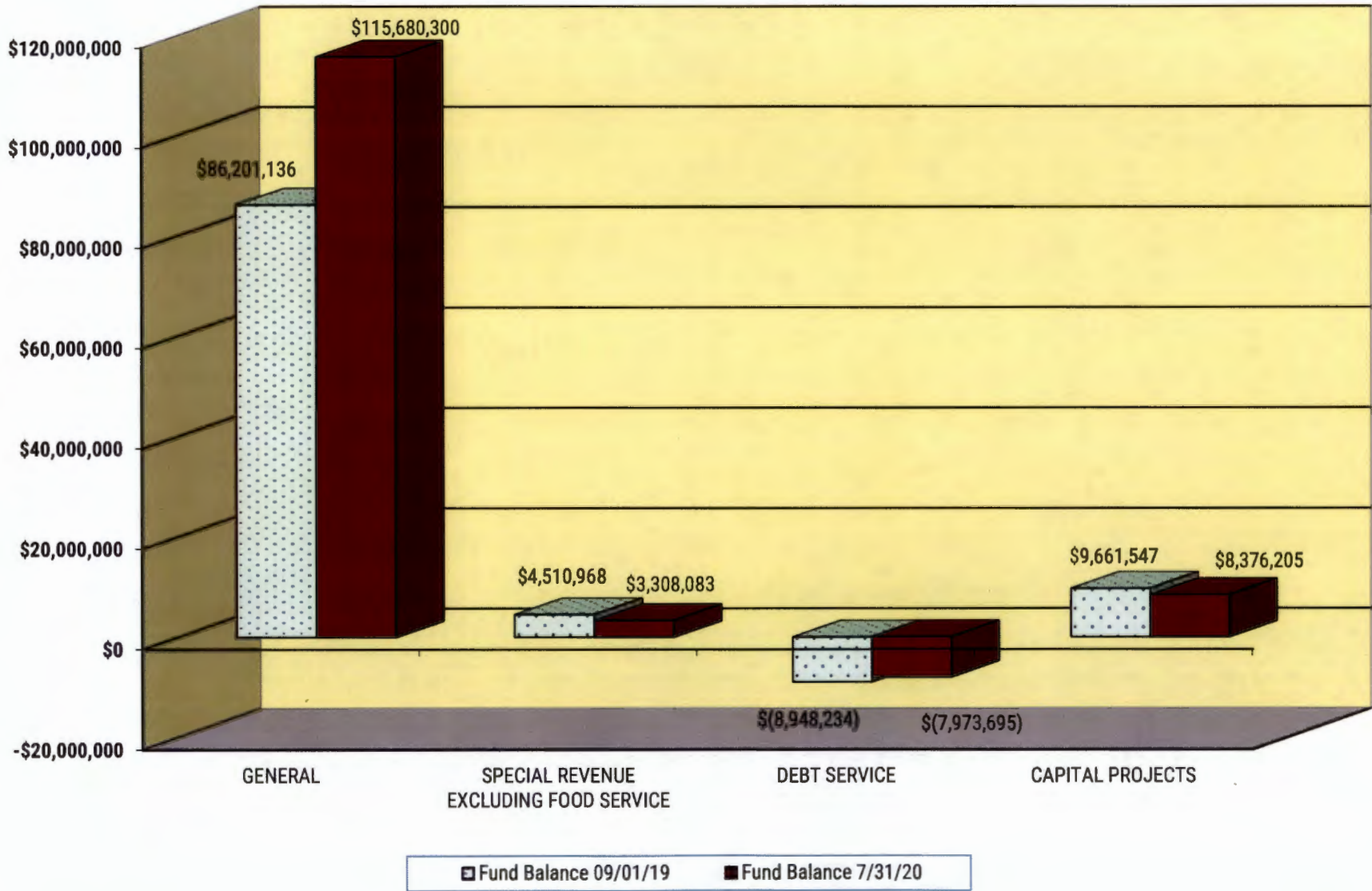


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**Comparative Fund Balances
July 31, 2021**



Comparative Fund Balances July 31, 2020



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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD		(OVER) UNDER	09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	159,000,000	154,558,963	97.2%	182,528	0.1%	4,441,037	143,312,706	143,961,745	100.5%
5712 DELINQUENT TAXES	296,205	739,742	249.7%	80,672	27.2%	(443,537)	720,164	390,812	54.3%
5719 OTHER TAX RELATED REVENUE	500,000	1,531,830	306.4%	71,096	14.2%	(1,031,830)	500,000	1,248,728	249.7%
TOTAL TAXES	159,796,205	156,830,534	98.1%	334,295	0.2%	2,965,671	144,532,870	145,601,285	100.7%
5735 SUMMER SCHOOL	-	41,000	-	2,990	-	(41,000)	50,000	550	1.1%
5738 PARKING FEES	4,500	2,221	49.4%	-	0.0%	2,279	5,000	4,420	88.4%
5739 OTHER TUITION AND FEES	200,000	116,202	58.1%	(8)	0.0%	83,798	350,000	285,117	81.5%
5742 INVESTMENT EARNINGS	500,000	284,620	56.9%	718	0.1%	215,380	1,000,000	2,126,022	212.6%
5743 RENTAL OF FACILITIES	70,000	-	0.0%	-	0.0%	70,000	200,000	68,346	34.2%
5744 GIFTS AND BEQUESTS	619,428	26,128	4.2%	-	0.0%	593,299	235,951	181,028	76.7%
5745 NET INSURANCE RECOVERY	200,000	121,450	60.7%	-	0.0%	78,550	-	211,173	-
5746 TIF TAXES COLLECTED	-	-	-	-	-	-	-	-	-
5749 MISCELLANEOUS REVENUE	504,220	1,066,623	211.5%	125,401	24.9%	(562,403)	249,184	674,383	270.6%
5752 ATHLETIC	-	123,443	-	(4,245)	-	(123,443)	261,000	222,051	85.1%
5755 ACTIVITY FUND RECEIPTS	2,002,642	351,928	17.6%	11,292	0.6%	1,655,714	1,655,822	807,961	48.8%
5766 CONCURRENT ENROLLMENT	50,000	80,000	160.0%	-	0.0%	(30,000)	25,000	79,000	316.0%
5767 IRVING SCHOOL FOUNDATION	-	-	239.0%	-	0.0%	(278,029)	-	-	-
5769 REVENUE FROM INTERMEDIATE	200,000	478,029	61.9%	42,437	1.0%	1,659,145	150,000	383,076	255.4%
TOTAL OTHER LOCAL RESOURCES	4,350,790	2,691,645	61.9%	178,585	4.1%	1,659,145	4,181,957	5,043,125	120.6%
TOTAL LOCAL RESOURCES	164,146,995	159,522,179	97.2%	512,881	0.3%	4,624,815	148,714,827	150,644,410	101.3%
STATE RESOURCES:									
5811 PER CAPITA	14,733,689	12,955,810	87.9%	1,001,686	6.8%	1,777,879	7,894,020	7,525,385	95.3%
5812 FOUNDATION ENTITLEMENTS	142,109,122	124,109,750	87.3%	16,403,635	11.5%	17,999,372	165,627,056	139,436,588	84.2%
5819 STATE	-	-	-	-	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-	-	-	60,999	-
5831 STATE TRS ON-BEHALF	16,241,033	14,482,159	89.2%	1,306,452	8.0%	1,758,874	15,844,793	14,344,122	90.5%
TOTAL STATE RESOURCES	173,083,844	151,547,719	87.6%	18,711,773	10.8%	21,536,125	189,365,869	161,367,094	85.2%
FEDERAL RESOURCES:									
5929 FEDERAL REVENUE-TEA DISTR.	350,000	690,078	197.2%	50,512	14.4%	(340,078)	350,000	477,343	136.4%
5931 SHARS REIMBURSEMENT	4,138,000	4,361,955	105.4%	13,543	0.3%	(223,955)	3,800,000	2,727,395	71.8%
5946 BABS SUBSIDY	-	-	-	-	-	-	734,608	193,252	26.3%
5949 ROTC	250,000	216,913	86.8%	5,399	2.2%	33,087	250,000	291,538	116.6%
TOTAL FEDERAL RESOURCES	4,738,000	5,268,946	111.2%	69,454	1.5%	(530,946)	5,134,608	3,689,528	71.9%
OTHER SOURCES:									
7912 SALE OF FIXED ASSETS	-	89,890	-	-	-	(89,890)	-	33,128	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-	-	-	-	-
7918 SPECIAL ITEMS	-	-	-	-	-	-	-	-	-
7919 EXTRAORDINARY ITEMS	-	-	-	-	-	-	-	-	-
TOTAL OTHER REVENUE SOURCES	-	89,890	-	-	-	(89,890)	-	33,128	-
TOTAL GENERAL OPERATING REVENUE:	341,968,839	316,428,735	92.5%	19,294,108	5.6%	25,540,104	343,215,304	315,734,159	92.0%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD	(OVER) UNDER		09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
EXPENDITURES									
11 INSTRUCTION:									
6100 PAYROLL	194,448,992	174,855,924	89.9%	17,052,273	8.8%	19,593,068	186,413,181	161,675,160	86.7%
6200 CONTRACTED SERVICES	2,122,336	1,462,355	68.9%	43,792	2.1%	659,982	1,920,519	1,361,690	70.9%
6300 SUPPLIES	9,468,345	5,795,546	61.2%	330,987	3.5%	3,672,798	14,787,148	6,524,852	44.1%
6400 OTHER EXPENSE	988,428	583,280	59.0%	34,569	3.5%	405,148	2,450,554	1,505,324	61.4%
6600 CAPITAL OUTLAY	240,829	107,585	44.7%	-	0.0%	133,244	55,951	26,320	47.0%
TOTAL INSTRUCTION	207,268,930	182,804,690	88.2%	17,461,621	8.4%	24,464,240	205,627,353	171,093,346	83.2%
12 LIBRARY:									
6100 PAYROLL	4,596,911	4,123,724	89.7%	383,463	8.3%	473,187	4,801,788	4,166,447	86.8%
6200 CONTRACTED SERVICES	106,037	22,644	21.4%	-	0.0%	83,393	48,564	32,629	67.2%
6300 SUPPLIES	1,121,127	816,822	72.9%	3,498	0.3%	304,304	1,254,928	751,070	59.8%
6400 OTHER EXPENSE	27,376	9,913	36.2%	198	0.7%	17,463	36,082	17,783	49.3%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL LIBRARY	5,851,451	4,973,103	85.0%	387,160	6.6%	878,348	6,141,362	4,967,929	80.9%
13 STAFF DEVELOPMENT:									
6100 PAYROLL	3,813,019	3,501,888	91.8%	419,365	11.0%	311,131	3,699,068	3,007,896	81.3%
6200 CONTRACTED SERVICES	501,196	291,643	58.2%	39,998	8.0%	209,552	650,334	462,768	71.2%
6300 SUPPLIES	765,876	577,738	75.4%	14,159	1.8%	188,138	1,225,125	1,080,999	88.2%
6400 OTHER EXPENSE	806,430	533,991	66.2%	51,701	6.4%	272,440	856,051	577,977	67.5%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL STAFF DEVELOPMENT	5,886,522	4,905,261	83.3%	525,223	8.9%	981,261	6,430,578	5,129,640	79.8%
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	5,470,233	4,910,045	89.8%	469,745	8.6%	560,188	5,203,669	4,629,519	89.0%
6200 CONTRACTED SERVICES	241,896	117,029	48.4%	3,236	1.3%	124,867	343,583	220,701	64.2%
6300 SUPPLIES	759,174	316,576	41.7%	34,202	4.5%	442,598	422,805	271,049	64.1%
6400 OTHER EXPENSE	280,026	186,262	66.5%	8,377	3.0%	93,764	263,300	161,123	61.2%
6600 CAPITAL OUTLAY	8,591	-	0.0%	-	0.0%	8,591	500	-	0.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	6,759,920	5,529,911	81.8%	515,559	7.6%	1,230,009	6,233,857	5,282,392	84.7%
23 SCHOOL ADMINISTRATION:									
6100 PAYROLL	20,678,934	18,601,968	90.0%	1,792,723	8.7%	2,076,966	20,963,049	18,092,371	86.3%
6200 CONTRACTED SERVICES	135,502	112,061	82.7%	2,463	1.8%	23,442	110,140	81,978	74.4%
6300 SUPPLIES	616,480	398,182	64.6%	37,888	6.1%	218,298	429,114	210,467	49.0%
6400 OTHER EXPENSE	640,827	399,451	62.3%	25,158	3.9%	241,375	384,989	198,027	51.4%
6600 CAPITAL OUTLAY	2,837	-	0.0%	-	0.0%	2,837	13,519	-	0.0%
TOTAL SCHOOL ADMINISTRATION	22,074,579	19,511,662	88.4%	1,858,233	8.4%	2,562,917	21,900,811	18,582,843	84.9%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD		(OVER) UNDER YTD BUDGET	09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD		BUDGET	ACTUAL	%YTD
31 COUNSELING SERVICES:									
6100 PAYROLL	14,663,593	13,288,315	90.6%	1,248,805	8.5%	1,375,277	14,746,717	13,112,757	88.9%
6200 CONTRACTED SERVICES	700,413	255,196	36.4%	(171,402)	-24.5%	445,217	1,120,986	765,381	68.3%
6300 SUPPLIES	792,725	690,692	87.1%	27,884	3.5%	102,032	492,409	406,070	82.5%
6400 OTHER EXPENSE	119,852	91,875	76.7%	8,811	7.4%	27,977	91,461	59,190	64.7%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL COUNSELING SERVICES	16,276,582	14,326,078	88.0%	1,114,098	6.8%	1,950,504	16,451,573	14,343,399	87.2%
32 ATTENDANCE SERVICES:									
6100 PAYROLL	1,550,566	1,180,821	76.2%	110,724	7.1%	369,745	1,611,844	1,177,726	73.1%
6200 CONTRACTED SERVICES	912	5,305	581.7%	511	56.0%	(4,393)	-	4,125	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER EXPENSE	3,093	2,838	91.8%	-	0.0%	255	7,346	3,273	44.6%
TOTAL ATTENDANCE SERVICES	1,554,571	1,188,963	76.5%	111,235	7.2%	365,608	1,619,190	1,185,124	73.2%
33 HEALTH SERVICES:									
6100 PAYROLL	3,620,264	3,008,878	83.1%	302,600	8.4%	611,386	3,522,099	2,976,171	84.5%
6200 CONTRACTED SERVICES	3,348	3,272	97.7%	38	1.1%	76	5,478	2,784	50.8%
6300 SUPPLIES	143,782	128,782	89.6%	3,056	2.1%	15,000	137,795	119,384	86.6%
6400 OTHER EXPENSE	2,816	2,581	91.7%	100	3.6%	235	4,291	3,581	83.5%
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
TOTAL HEALTH SERVICES	3,770,209	3,143,513	83.4%	305,794	8.1%	626,697	3,669,664	3,101,920	84.5%
34 PUPIL TRANSPORTATION:									
6100 PAYROLL	130,441	105,162	80.6%	9,635	7.4%	25,279	-	-	-
6200 CONTRACTED SERVICES	10,253,965	5,918,623	57.7%	876,608	8.5%	4,335,342	10,298,596	6,509,365	63.2%
6300 SUPPLIES	823,650	383,668	46.6%	102,895	12.5%	439,982	801,943	412,446	51.4%
6400 OTHER EXPENSE	183,532	60,190	32.8%	5,748	3.1%	123,342	163,397	119,082	72.9%
6600 CAPITAL OUTLAY	359,600	-	0.0%	-	0.0%	359,600	1,100,000	1,051,025	95.5%
TOTAL PUPIL TRANSPORTATION	11,751,188	6,467,643	55.0%	994,886	8.5%	5,283,545	12,363,936	8,091,918	65.4%
35 FOOD SERVICE:									
6100 PAYROLL	796,593	446,001	56.0%	13,437	1.7%	350,592	658,789	469,552	71.3%
6300 SUPPLIES	52,998	51,398	97.0%	-	0.0%	1,600	31,000	-	0.0%
6400 OTHER EXPENSE	213,000	7,283	3.4%	-	0.0%	205,717	220,000	-	0.0%
6600 CAPITAL OUTLAY	7,000	-	0.0%	-	0.0%	7,000	-	-	-
TOTAL FOOD SERVICE	1,069,591	504,682	47.2%	13,437	1.3%	564,909	909,789	469,552	51.6%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	4,002,830	3,602,455	90.0%	359,746	9.0%	400,375	4,626,237	3,559,068	76.9%
6200 CONTRACTED SERVICES	485,323	331,244	68.3%	2,775	0.6%	154,079	368,321	313,639	85.2%
6300 SUPPLIES	892,521	341,760	38.3%	30,332	3.4%	550,761	614,790	388,430	63.2%
6400 OTHER EXPENSE	1,073,693	717,080	66.8%	64,015	6.0%	356,613	1,517,253	1,002,971	66.1%
6600 CAPITAL OUTLAY	26,696	12,924	48.4%	-	0.0%	13,772	38,439	31,014	80.7%
TOTAL EXTRA-CURRICULAR ACTIVITIES	6,481,064	5,005,463	77.2%	456,868	7.0%	1,475,600	7,165,041	5,295,123	73.9%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD	(OVER) UNDER		09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
41 GENERAL ADMINISTRATION:									
6100 PAYROLL	6,995,466	6,362,949	91.0%	604,179	8.6%	632,518	6,753,501	5,906,823	87.5%
6200 CONTRACTED SERVICES	1,379,092	892,271	64.7%	86,644	6.3%	486,821	1,270,363	696,524	54.8%
6300 SUPPLIES	1,128,402	446,034	39.5%	10,257	0.9%	682,367	867,089	270,709	31.2%
6400 OTHER EXPENSE	850,770	578,956	68.1%	25,406	3.0%	271,814	778,240	509,397	65.5%
6600 CAPITAL OUTLAY	29,474	29,474	100.0%	-	0.0%	-	24,886	12,856	51.7%
TOTAL GENERAL ADMINISTRATION	10,383,204	8,309,684	80.0%	726,486	7.0%	2,073,519	9,694,079	7,396,308	76.3%
51 MAINTENANCE:									
6100 PAYROLL	15,789,061	13,209,876	83.7%	1,249,497	7.9%	2,579,185	14,641,324	12,365,345	84.5%
6200 CONTRACTED SERVICES	13,289,401	5,600,532	42.1%	185,798	1.4%	7,688,869	9,400,515	6,284,799	66.9%
6300 SUPPLIES	3,825,136	2,241,330	58.6%	228,829	6.0%	1,583,806	2,798,061	2,042,027	73.0%
6400 OTHER EXPENSE	1,273,234	1,308,772	102.8%	3,863	0.3%	(35,538)	1,151,562	1,087,744	94.5%
6600 CAPITAL OUTLAY	385,096	161,728	42.0%	6,318	1.6%	223,368	160,951	101,827	63.3%
TOTAL MAINTENANCE	34,561,928	22,522,239	65.2%	1,674,306	4.8%	12,039,690	28,152,413	21,881,742	77.7%
52 SECURITY:									
6100 PAYROLL	2,417,842	1,909,117	79.0%	116,219	4.8%	508,725	2,510,206	1,876,936	74.8%
6200 CONTRACTED SERVICES	2,046,393	1,857,237	90.8%	986,475	48.2%	189,156	1,984,358	1,780,928	89.7%
6300 SUPPLIES	439,743	249,295	56.7%	114,314	26.0%	190,448	217,924	139,171	63.9%
6400 OTHER EXPENSE	24,879	17,784	71.5%	1,099	4.4%	7,095	15,592	11,914	76.4%
6600 CAPITAL OUTLAY	100	-	0.0%	-	0.0%	100	36,400	34,715	95.4%
TOTAL SECURITY	4,928,956	4,033,432	81.8%	1,218,106	24.7%	895,524	4,764,480	3,843,664	80.7%
53 DATA PROCESSING:									
6100 PAYROLL	2,817,423	2,133,028	75.7%	220,441	7.8%	684,394	2,643,955	2,110,145	79.8%
6200 CONTRACTED SERVICES	2,271,077	2,067,421	91.0%	132,192	5.8%	203,655	2,204,483	1,851,363	84.0%
6300 SUPPLIES	9,368,178	3,647,786	38.9%	232,823	2.5%	5,720,392	4,311,246	3,544,124	82.2%
6400 OTHER EXPENSE	34,935	8,507	24.3%	1,178	3.4%	26,428	48,101	11,667	24.3%
6600 CAPITAL OUTLAY	214,927	214,927	100.0%	35,927	16.7%	-	1,646,751	1,481,175	89.9%
TOTAL DATA PROCESSING	14,706,539	8,071,669	54.9%	622,562	4.2%	6,634,870	10,854,537	8,998,475	82.9%
61 COMMUNITY SERVICES:									
6100 PAYROLL	512,755	313,184	61.1%	28,079	5.5%	199,571	520,511	316,389	60.8%
6200 CONTRACTED SERVICES	267,314	146,516	54.8%	3,410	1.3%	120,798	362,966	287,859	79.3%
6300 SUPPLIES	48,842	37,496	76.8%	629	1.3%	11,346	72,245	24,655	34.1%
6400 OTHER EXPENSE	88,087	32,739	37.2%	24	0.0%	55,348	117,466	70,513	60.0%
6600 CAPITAL OUTLAY	5,984	-	0.0%	-	0.0%	5,984	-	-	-
TOTAL COMMUNITY SERVICES	922,981	529,935	57.4%	32,141	3.5%	393,045	1,073,189	699,417	65.2%

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD	(OVER) UNDER		09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
81 FACILITIES:									
6200 CONTRACTED SERVICES	630,000	75,050	11.9%	-	0.0%	554,950	-	2,250	-
6300 SUPPLIES & MATERIALS	500,000	-	0.0%	-	0.0%	500,000	50,000	9,544	19.1%
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	6,372,101	641,807	10.1%	50,000	0.8%	5,730,294	3,334,778	267,658	8.0%
TOTAL FACILITIES	7,502,101	716,857	9.6%	50,000	0.7%	6,785,244	3,384,778	279,451	8.3%
95 PAYMENTS TO JJAEP:									
6200 CONTRACTED SERVICES	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
TOTAL PAYMENTS TO JJAEP	190,000	-	0.0%	-	0.0%	190,000	190,000	5,358	2.8%
97 PAYMENTS TO TIF:									
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
TOTAL PAYMENTS TO TIF	-	-	-	-	-	-	-	-	-
99 INTERGOVERNMENTAL CHARGES:									
6200 CONTRACTED SERVICES	625,457	613,334	98.1%	-	0.0%	12,123	625,457	607,393	97.1%
TOTAL INTERGOVERNMENTAL CHARGES	625,457	613,334	98.1%	-	0.0%	12,123	625,457	607,393	97.1%
OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	6,650,000	5,000,000	75.2%
TOTAL OTHER USES	-	-	-	-	-	-	6,650,000	5,000,000	75.2%
TOTAL 6000 EXPENDITURES:	362,565,773	293,158,120	80.9%	28,067,715	7.7%	69,407,652	353,902,085	286,254,995	80.9%
EXCESS (DEFICIENCY)									
REVENUE OVER EXPENDITURES:	(20,596,934)	23,270,614		(8,773,608)			(10,686,781)	29,479,164	
BEGINNING FUND BALANCE:	114,677,864	114,677,864					105,124,114	105,124,114	
ENDING FUND BALANCE:	94,080,930	137,948,478					94,437,333	134,603,278	

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD	(OVER) UNDER		09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE SUMMARY:									
LOCAL REVENUE	164,146,995	159,522,179	97.2%	512,881	0%	4,624,815	148,714,827	150,644,410	101.3%
STATE REVENUE	173,083,844	151,547,719	87.6%	18,711,773	11%	21,536,125	189,365,869	161,367,094	85.2%
FEDERAL REVENUE	4,738,000	5,268,946	111.2%	69,454	1%	(530,946)	5,134,608	3,689,528	71.9%
OTHER SOURCES	-	89,890	-	-	-	(89,890)	-	33,128	-
TOTAL OTHER REVENUE SOURCES	341,968,839	316,428,735	92.5%	19,294,108	6%	25,540,104	343,215,304	315,734,159	92.0%
APPROPRIATIONS/EXPENDITURES									
BUDGET CATEGORY SUMMARY:									
6100 PAYROLL	282,304,922	251,553,336	89.1%	24,371,295	9%	30,751,587	273,315,939	235,442,306	86.1%
6200 SERVICES	35,249,661	19,771,732	56.1%	1,321,678	4%	15,477,929	30,904,664	21,271,533	68.8%
6300 SUPPLIES	30,746,977	16,123,107	52.4%	1,068,860	3%	14,623,870	27,711,679	15,782,552	57.0%
6400 OTHER EXPENSE	6,610,978	4,541,502	68.7%	224,500	3%	2,069,476	8,105,685	5,339,567	65.9%
6600 CAPITAL OUTLAY	7,653,234	1,168,445	15.3%	92,245	1%	6,484,790	5,312,175	1,955,565	36.8%
8900 OTHER USES	-	-	-	-	-	-	6,650,000	5,000,000	75.2%
TOTAL APPROPRIATIONS/EXPENDITURES	362,565,773	293,158,120	80.9%	27,078,577	7%	69,407,652	352,000,142	284,791,524	80.9%

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

	CURRENT YEAR						PRIOR YEAR		
		09/01/2020 to 7/31/2021 YTD	%YTD	7/21 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	09/01/2019 to 7/31/2020 YTD	BUDGET	%YTD
REVENUE:									
LOCAL RESOURCES:									
5742 INVESTMENT EARNINGS	10,000	16,286	162.9%	-	0.0%	(6,286)	250,000	293,861	117.5%
5749 MISCELLANEOUS REVENUE	-	28,057	0.0%	-	--	-	-	57,295	--
5751 FOOD SERVICES	2,025,000	250,340	12.4%	1,760	0.1%	1,774,660	2,700,000	1,173,754	43.5%
5755 ACTIVITY FUND RECEIPTS	150,000	-	0.0%	-	0.0%	150,000	150,000	-	0.0%
TOTAL LOCAL RESOURCES	2,185,000	294,684	13.5%	1,760	0.1%	1,890,316	3,100,000	1,524,910	49.2%
STATE RESOURCES:									
5829 TEA/NON-FOUNDATION REVENUE	120,000	106,702	88.9%	-	0.0%	13,298	120,000	101,455	84.5%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	120,000	106,702	88.9%	-	0.0%	13,298	120,000	101,455	84.5%
FEDERAL RESOURCES:									
5921 SCHOOL BREAKFAST PROGRAM	4,125,000	-	--	--	--	-	5,500,000	5,106,480	92.8%
5922 NATIONAL SCHOOL LUNCH PROGRAM	10,807,645	153,327	1.4%	-	0.0%	10,654,318	14,410,193	9,739,716	67.6%
5923 USDA DONATED COMMODITIES	975,000	1,610,751	165.2%	-	0.0%	(635,751)	1,300,000	1,522,963	117.2%
5938 SUMMER FEEDING PROGRAM	-	17,609,059	--	446,529	--	(17,609,059)	-	1,743,247	--
5939 CACFP SUPPER PROGRAM	150,000	158,957	106.0%	-	0.0%	(8,957)	200,000	556,298	278.1%
TOTAL FEDERAL RESOURCES	16,057,645	19,532,093	121.6%	--	--	(3,474,448)	21,410,193	18,668,705	87.2%
TOTAL FOOD SERVICE REVENUE:	18,362,645	19,933,479	108.6%	--	--	(1,570,834)	24,630,193	20,295,071	82.4%
EXPENDITURES:									
35 FOOD SERVICE:									
6100 PAYROLL	11,154,914	8,464,047	75.9%	198,547	1.8%	2,690,868	9,289,746	8,584,979	92.4%
6200 CONTRACTED SERVICES	402,047	228,845	56.9%	13,941	3.5%	173,202	532,567	156,392	29.4%
6300 SUPPLIES	10,284,141	8,473,126	82.4%	148,722	1.4%	1,811,015	13,757,203	8,580,139	62.4%
6400 OTHER EXPENSE	42,741	12,749	29.8%	1,740	4.1%	29,991	156,664	61,724	39.4%
6600 CAPITAL OUTLAY	111,302	-	0.0%	-	0.0%	111,302	241,900	101,647	42.0%
FOOD SERVICE EXPENDITURES	21,995,145	17,178,767	78.1%	362,951	1.7%	4,816,378	23,978,080	17,484,880	72.9%
36 EXTRA-CURRICULAR ACTIVITIES:									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	11,600	1,421	12.2%
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
EXTRA-CURRICULAR ACTIVITIES	-	-	--	-	--	-	11,600	1,421	12.2%
51 MAINTENANCE:									
6100 PAYROLL	249,024	49,282	19.8%	5,929	2.4%	199,742	249,024	73,063	29.3%
6200 CONTRACTED SERVICES	400,976	-	0.0%	-	0.0%	400,976	400,976	-	0.0%
MAINTENANCE EXPENDITURES	650,000	49,282	7.6%	5,929	0.9%	600,718	650,000	73,063	11.2%
81 FACILITIES:									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	2,674,744	147,351	5.5%	-	0.0%	2,527,393	3,753,613	741,949	19.8%
FACILITIES EXPENDITURES	2,674,744	147,351	5.5%	-	0.0%	2,527,393	3,753,613	741,949	--
89 OTHER USES:									
8911 INTERFUND TRANSFERS OUT	-	-	--	-	0.0%	-	-	-	--
TOTAL 6000 EXPENDITURES:	25,319,889	17,375,400	68.6%	368,880	1.5%	7,944,489	28,393,293	18,301,312	64.5%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(6,957,244)	2,558,079		--			(3,763,100)	1,993,758	
BEGINNING FUND BALANCE:	2,808,299	2,808,299					5,469,225	5,469,225	
ENDING FUND BALANCE:	(4,148,945)	5,366,378					1,706,125	7,462,983	

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to 7/31/2021			7/21 MTD			09/01/2019 to 7/31/2020		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5711 TAXES CURRENT YEAR	37,329,600	39,644,953	106.2%	46,819	0.1%	(2,315,353)	36,359,978	38,273,560	105.3%
5712 DELINQUENT TAXES	-	201,572	-	22,359	-	(201,572)	367,272	107,709	29.3%
5719 OTHER TAX RELATED REVENUE	-	318,087	-	17,748	-	(318,087)	100,000	221,526	221.5%
TOTAL TAXES	37,329,600	40,164,612	107.6%	86,927	0.2%	(2,835,012)	36,827,250	38,602,795	104.8%
5742 INVESTMENT EARNINGS	-	13,049	-	-	-	(13,049)	100,000	203,304	203.3%
TOTAL LOCAL RESOURCES	37,329,600	40,177,661	107.6%	86,927	0.2%	(2,848,061)	36,927,250	38,806,099	105.1%
STATE RESOURCES (EDA):									
5829 TEA/NON-FOUNDATION REVENUE	550,008	1,147,993	208.7%	-	0.0%	(597,985)	-	1,075,564	-
TOTAL STATE RESOURCES	550,008	1,147,993	208.7%	-	0.0%	(597,985)	-	1,075,564	-
OTHER SOURCES:									
7911 SALE OF BONDS	-	-	-	-	-	-	42,020,000	42,020,000	100.0%
7915 INTERFUND TRANSERS IN	-	-	-	-	-	-	5,000,000	5,000,000	100.0%
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	-	-	-	-	2,152,914	2,152,914	100.0%
TOTAL OTHER SOURCES	-	-	-	-	0.0%	-	49,172,914	49,172,914	100.0%
TOTAL REVENUE:	37,879,608	41,325,654	109.1%	86,927	0.2%	(3,446,046)	86,100,164	89,054,577	103.4%
EXPENDITURES:									
71 DEBT SERVICE:									
6500 DEBT SERVICE FEES	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	52,004,682	39,305,506	75.6%
DEBT SERVICE EXPENDITURES	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	52,004,682	39,305,506	75.6%
OTHER USES:									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	43,774,533	43,774,533	100.0%
TOTAL OTHER USES	-	-	0.0%	-	0.0%	-	43,774,533	43,774,533	100.0%
TOTAL EXPENDITURES:	45,579,600	38,195,225	83.8%	-	0.0%	7,384,375	95,779,215	83,080,038	86.7%
EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:	(7,699,992)	3,130,429		86,927			(9,679,050)	5,974,539	
BEGINNING FUND BALANCE:	14,415,440	14,415,440					16,572,259	16,572,259	
ENDING FUND BALANCE:	6,715,448	17,545,869					6,893,209	22,546,798	

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2020-7/31/2021

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
REVENUE:					
5700	Local and Intermediate Sources	\$ 159,522,179	\$ 548,000	\$ 40,177,661	\$ -
5800	State Program Revenues	151,547,719	3,273,880	1,147,993	-
5900	Federal Program Revenues	5,268,946	21,108,598	-	-
5020	Total Revenue:	\$ 316,338,845	24,930,478	41,325,654	-
EXPENDITURES:					
0010	Instruction and Instructional-Related Services	192,683,054	19,916,360	-	1,000,613
0020	Instructional and School Leadership	25,041,573	804,256	-	-
0030	Support Services - Student (Pupil)	30,636,342	1,810,282	-	-
0040	Administrative Support Services	8,309,684	50,020	-	-
0050	Support Services - Nonstudent Based	34,627,341	2,558,383	-	(1,243,212)
0060	Community Services	529,935	1,807,379	-	-
0070	Debt Service	-	-	38,195,225	-
0080	Capital Outlay	716,857	-	-	32,601,197
0090	Intergovernmental Charges/JJAEP/TIF	613,334	-	-	-
6030	Total Expenditures:	293,158,120	26,946,680	38,195,225	32,358,597
EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:		<u>23,180,724</u>	<u>(2,016,202)</u>	<u>3,130,429</u>	<u>(32,358,597)</u>
OTHER FINANCING SOURCES:					
7900	Proceeds from Sale of Fixed Assets	89,890	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	-	-	-	38,886,350
7020	Total Other Financing Sources:	<u>89,890</u>	<u>-</u>	<u>-</u>	<u>38,886,350</u>
OTHER FINANCING USES:					
8900	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>89,890</u>	<u>-</u>	<u>-</u>	<u>38,886,350</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USE	23,270,614	(2,016,202)	3,130,429	6,527,753
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>\$ 146,038,162</u>	<u>\$ 6,574,409</u>	<u>\$ 17,970,477</u>	<u>\$ 12,856,791</u>

IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL GOVERNMENTAL FUND TYPES
09/01/2019-7/31/2020

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
REVENUE:					
5700	Local and Intermediate Sources	\$ 150,644,410	\$ 594,534	\$ 38,806,099	\$ -
5800	State Program Revenues	161,367,094	1,604,542	1,075,564	-
5900	Federal Program Revenues	3,689,528	15,268,479	-	-
5020	Total Revenue:	\$ 315,701,032	17,467,555	39,881,663	-
EXPENDITURES:					
0010	Instruction and Instructional-Related Services	181,190,916	14,798,715	-	(195,668)
0020	Instructional and School Leadership	23,865,235	653,287	-	-
0030	Support Services - Student (Pupil)	32,487,036	1,377,717	-	-
0040	Administrative Support Services	7,396,308	48,118	-	-
0050	Support Services - Nonstudent Based	34,723,881	312,320	-	230,245
0060	Community Services	699,417	1,480,282	-	-
0070	Debt Service	-	-	39,305,506	-
0080	Capital Outlay	279,451	-	-	1,250,765
0090	Intergovernmental Charges/JJAEP/TIF	612,751	-	-	-
6030	Total Expenditures:	281,254,995	18,670,439	39,305,506	1,285,342
EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPENDITURES:		<u>34,446,037</u>	<u>(1,202,884)</u>	<u>576,157</u>	<u>(1,285,342)</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	5,000,000	-	-	-
8030	Total Other Financing Uses:	<u>5,000,000</u>	<u>-</u>	<u>43,774,533</u>	<u>-</u>
TOTAL OTHER FINANCING SOURCES AND (USES):		<u>(4,966,873)</u>	<u>-</u>	<u>398,382</u>	<u>-</u>
1200	EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES:	29,479,164	(1,202,884)	974,539	(1,285,342)
0100	FUND BALANCE - September 1 (Beginning):	86,201,136	4,510,968	(8,948,234)	9,661,547
3000	FUND BALANCE (DEFICIT) - (Ending):	<u>\$ 115,680,300</u>	<u>\$ 3,308,083</u>	<u>\$ (7,973,695)</u>	<u>\$ 8,376,205</u>

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

	CURRENT YEAR						PRIOR YEAR		
	09/01/2020 to			09/01/2019 to			09/01/2019 to		
	BUDGET	7/31/2021 YTD ACTUAL	%YTD	7/21 MTD ACTUAL	%MTD	(OVER UNDER YTD BUDGET)	BUDGET	7/31/2020 YTD ACTUAL	%YTD
REVENUE:									
LOCAL RESOURCES:									
5739 OTHER TUITION AND FEES	-	-	-	-	-	-	-	-	-
5742 INVESTMENT EARNINGS	1,000.00	2,231.81	223.2%	-	0.0%	(1,232)	1,000	27,847	2784.7%
5744 GIFTS AND BEQUESTS	-	-	-	-	-	-	-	-	-
5749 MISCELLANEOUS REVENUE	435,647	198,456	45.6%	-	0.0%	237,191	435,647	249,897	57.4%
5751 FOOD SERVICES	-	-	-	-	-	-	-	-	-
5754 INTERFUND TRANSACTIONS	2,040,368	2,193,046	107.5%	109,449	5.4%	(152,678)	1,056,000	1,228,796	116.4%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	-	-	-	-	-	-	-
TOTAL LOCAL RESOURCES	2,477,265	2,393,734	96.6%	109,449	4.4%	83,531	1,492,897	1,506,540	100.9%
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	2,393,734	96.6%	109,449	4.4%	83,531	1,492,897	1,506,540	100.9%
EXPENDITURES:									
13 STAFF DEVELOPMENT:									
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
TOTAL STAFF DEVELOPMENT	-	-	-	-	-	-	-	-	-
21 INSTRUCTIONAL ADMINISTRATION:									
6100 PAYROLL	225,387	181,863	80.7%	18,459	8.2%	43,524	225,387	186,418	82.7%
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	200,010	181,319	90.7%	52,397	26.2%	18,691	200,010	182,292	91.1%
6400 OTHER EXPENSE	10,500	5,230	49.8%	-	0.0%	5,270	10,500	102	1.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	435,897	368,411	84.5%	70,856	16.3%	67,486	435,897	368,812	84.6%
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	164,433	92.8%	7,657	4.3%	12,837	177,270	152,069	85.8%
6200 CONTRACTED SERVICES	216,146	173,483	80.3%	13,192	6.1%	42,662	189,667	128,109	67.5%
6300 SUPPLIES	79,638	51,463	64.6%	94	0.1%	28,175	90,668	63,988	71.0%
6400 OTHER EXPENSE	1,522,347	903,190	59.3%	54,378	3.6%	619,157	1,591,220	802,216	50.4%
TOTAL GENERAL ADMINISTRATION	1,995,401	1,292,569	64.8%	75,321	3.8%	702,832	2,048,225	1,146,382	56.0%
8911 INTERFUND TRANSFERS OUT	-	-	-	-	-	-	-	-	-
TOTAL OTHER USES	-	-	-	-	-	-	-	-	-
51 MAINTENANCE:									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	-	-	-
6400 OTHER OPERATING COST	42,307	40,603	96.0%	143	0.3%	1,704	38,143	37,970	99.5%
TOTAL EXTRA-CURRICULAR ACTIVITIES:	45,967	40,603	-	143	-	5,364	38,143	37,970	-
TOTAL 6000 EXPENDITURES:	2,477,265	1,701,584	68.7%	146,321	5.9%	775,681	2,522,265	1,553,165	61.6%
NET INCOME (LOSS)	-	692,150		(36,872)			(1,029,368)	(46,625)	
BEGINNING FUND BALANCE:	119,535	1,099,005					(16,950)	1,284,352	
ENDING FUND EQUITY BALANCE:	119,535	1,791,155					(1,046,318)	1,237,726	

**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2020-7/31/2021**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-199
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 1,192,398	\$ 900,434	\$ 198,214	\$ 100,457	\$ 2,391,502
5020 Total Operating Revenue	-	1,192,398	900,434	198,214	100,457	2,391,502
OPERATING EXPENSES						
6100 Payroll Costs	-	124,113	40,320	181,863		346,296
6200 Professional/Contracted Services	-	81,887			91,597	173,483
6300 Supplies and Materials	-	32,254	-	181,319	19,208	232,781
6400 Claims, Admin, & Other Expenses	-	806,925	136,868	5,230		949,023
6030 Total Operating Expenses	-	1,045,179	177,189	368,411	110,805	1,701,584
Operating Income (Loss)	-	147,219	723,246	(170,198)	(10,348)	689,918
NON-OPERATING REVENUE						
5742 Interest Income	-	2,232	-	-	-	2,232
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
	\$ -	\$ 149,451	\$ 723,246	\$ (170,198)	\$ (10,348)	\$ 692,150
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,223,156	\$ 45,621	\$ (150,856)	\$ (18,916)	\$ 1,099,005
3000 TOTAL NET ASSETS	\$ -	\$ 1,372,607	\$ 768,867	\$ (321,054)	\$ (29,264)	\$ 1,791,155

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**IRVING INDEPENDENT SCHOOL DISTRICT
COMBINED STATEMENT OF REVENUE, EXPENSES AND
CHANGES IN FUND NET ASSETS
INTERNAL SERVICE FUNDS
09/01/2019-7/31/2020**

	FOOD SERVICE VENDING 712	WORKERS COMPENSATION 771	UNEMPLOYMENT 772	SCIENCE REFURBISHMENT 774	PRINTSHOP SERVICE CENTER 775	TOTAL PROPRIETARY FUNDS 700-799
OPERATING REVENUE						
5700 Charges for Services	\$ -	\$ 1,135,429	\$ 10,315	\$ 244,981	\$ 87,968	\$ 1,478,693
5020 Total Operating Revenue	-	1,135,429	10,315	244,981	87,968	1,478,693
OPERATING EXPENSES						
6100 Payroll Costs	-	114,334	37,735	186,418		338,487
6200 Professional/Contracted Services		29,853	7,000		91,257	128,109
6300 Supplies and Materials		29,313	-	182,292	34,675	246,280
6400 Claims, Admin, & Other Expenses		802,925	37,262	102		840,289
6030 Total Operating Expenses	-	976,424	81,997	368,812	125,932	1,553,165
Operating Income (Loss)	-	159,005	(71,682)	(123,831)	(37,964)	(74,472)
NON-OPERATING REVENUE						
5742 Interest Income	-	27,847	-	-	-	27,847
OTHER SOURCES						
7900 Interfund Transfers In	-	-	-	-	-	-
CHANGE IN NET ASSETS						
	\$ -	\$ 186,852	\$ (71,682)	\$ (123,831)	\$ (37,964)	\$ (46,625)
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	\$ 1,169,172	\$ 48,341	\$ (101,006)	\$ 5,206	\$ 1,237,726

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CONSOLIDATED BALANCE SHEET FOR GO 2021 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	-3,130,797.75	-9,928,305.14
1151	IMPREST FUNDS	-33.54	3,548.24
1153	IMPREST CHANGE FUND	100.00	1,860.00
1170	LEGACY TEXAS MMA	.00	30,761,574.30
1172	CERTIFICATES OF DEPOSIT	.00	15,070,801.64
1173	AGENCY SECURITIES	.00	18,016,581.15
1175	TEXPOOL	.00	1,023,430.86
1176	TEXSTAR	.00	8,936,555.35
1177	LONE STAR POOL	.00	5,440,338.84
1178	TEXAS CLASS	-5,787,231.99	21,216,614.89
1179	LOGIC	.00	54,117,329.03
1180	LANDING ROCK INVESTORS	.00	10,017,766.92
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	.00	40,618.76
1262	DUE FROM SPECIAL REVENUE	.00	2,109,562.00
1263	DUE FROM I & S	.00	315,352.64
1266	DUE FROM INTERNAL SERVICE FUND	.00	83,116.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	.00	6,881.03
1311	INVENTORIES - GENERAL SUPPLIES	105,672.46	676,695.30
1312	INVENTORIES - SCHOOLDUDE	17,604.15	267,140.20
1313	POSTAGE	-3,685.57	116,866.38
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	4,014.99
1495	PREPAID EXPENSE	.00	7,745.30
	TOTAL ASSETS	-8,798,372.24	162,013,323.14
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	147,450.89	-208,619.69
2111	ACCOUNTS PAYABLE	-96,788.41	-433,422.80
2113	TAX REFUNDS/ATTNY'S FEE	-18,186.27	-108,922.96
2114	RETAINAGES	.00	105,347.04
2161	ACCRUED WAGES PAYABLE	.00	-15,592,250.68
2181	DUE TO STATE	-268.78	-4,125,072.81
2199	CREDIT CARD SUSPENSION	-939.96	-45,603.07
2311	DEFERRED REVENUE	-625.18	-3,660,473.66
	TOTAL LIABILITIES	30,642.29	-24,069,018.63
FUND BALANCE			
3411	RESERVE FOR INVENTORIES	.00	-734,766.00
3431	RESERVE FOR PREPAID ITEMS	.00	-68,415.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42

CONSOLIDATED BALANCE SHEET FOR GO 2021 11

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	.00	-80,142,628.74
3612	BUDGET SURPLUS/DEFICIT	2,505,609.65	20,596,933.72
4310	RESERVE FOR ENCUMBRANCES	-2,428,086.76	-15,049,642.80
4311	RESERVE FOR ENCUMBRANCES	2,428,086.76	15,049,642.80
5010	ESTIMATED REVENUE - CO	-1,288.15	341,968,838.81
5050	REALIZED REVENUE - CO	-19,294,107.61	-316,428,734.85
6010	APPROPRIATED EXPENDITURES - CO	-2,504,321.50	-362,565,772.53
6050	EXPENDITURES - CO	28,061,837.56	293,158,120.48
	TOTAL FUND BALANCE	8,767,729.95	-137,944,304.51
	TOTAL LIABILITIES + FUND BALANCE	8,798,372.24	-162,013,323.14

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

CONSOLIDATED BALANCE SHEET FOR FS 2021 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	2,478,889.71	-9,502,754.89
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	4,695.00	5,525.00
1178	TEXAS CLASS	.00	13,419,793.04
1241	DUE FROM STATE	-2,845,926.84	-1,750.42
1311	INVENTORIES - GENERAL SUPPLIES	.00	251,441.59
	TOTAL ASSETS	-362,342.13	4,173,254.32
LIABILITIES			
2110	ACTIVE CARD INTEGRATION PAYABL	2,651.26	-2,430.41
2111	ACCOUNTS PAYABLE	-7,428.77	-10,825.48
2114	RETAINAGES	.00	97,799.98
	TOTAL LIABILITIES	-4,777.51	84,544.09
FUND BALANCE			
3451	RESERVE - FOOD SERVICE	.00	-2,049,668.70
3612	BUDGET SURPLUS/DEFICIT	4,000,000.00	6,957,243.54
4310	RESERVE FOR ENCUMBRANCES	-883,966.68	-994,737.58
4311	RESERVE FOR ENCUMBRANCES	883,966.68	994,737.58
5010	ESTIMATED REVENUE - CO	.00	18,362,645.00
5050	REALIZED REVENUE - CO	-1,760.06	-19,583,529.56
6010	APPROPRIATED EXPENDITURES - CO	-4,000,000.00	-25,319,888.54
6050	EXPENDITURES - CO	368,879.70	17,375,399.85
	TOTAL FUND BALANCE	367,119.64	-4,257,798.41
	TOTAL LIABILITIES + FUND BALANCE	362,342.13	-4,173,254.32

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

CONSOLIDATED BALANCE SHEET FOR DS 2021 11

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
ASSETS			
1111	CASH IN BANK	86,926.54	9,751,626.75
1177	LONE STAR POOL	.00	861,567.63
1178	TEXAS CLASS	.00	7,329,281.15
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,773,918.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-843,178.00
	TOTAL ASSETS	86,926.54	18,873,215.53
LIABILITIES			
2171	DUE TO GENERAL FUND	.00	-315,352.64
2184	DUE TO STATE	.00	-81,255.00
2311	DEFERRED REVENUE	.00	-930,740.00
	TOTAL LIABILITIES	.00	-1,327,347.64
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	-86,926.54	-41,325,654.38
6010	APPROPRIATED EXPENDITURES - CO	.00	-45,579,600.00
6050	EXPENDITURES - CO	.00	38,195,225.00
	TOTAL FUND BALANCE	-86,926.54	-17,545,867.89
	TOTAL LIABILITIES + FUND BALANCE	-86,926.54	-18,873,215.53

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

CONSENT AGENDA
9/20/2021

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

SUBMITTED BY: Cher Elzy

BACKGROUND: The Board approved the tax roll on August 16, 2021. Supplements to the tax rolls are prepared monthly by the Dallas Central Appraisal District. Board action is required on any refunds greater than \$2,500.00. For ease in processing, we are presenting the total value of all supplements.

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

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

Attachments:

1. Memo from Cher Elzy to Fernando Natividad
2. Dallas Central Appraisal District Supplement Recap for August
3. Supplement 01 to the 2021 tax roll
4. Supplement 12 to the 2020 tax roll
5. Supplement 25 to the 2019 tax roll
6. Comparison of the Budget to the Actual Tax Roll Spreadsheet

MEMO

Date: September 20, 2021
To: Fernando Natividad, Chief Financial Officer
From: Cher Elzy, Director of Taxation
Subject: August Supplement Reports

Attached for your consideration is the August Supplement Reports.

Thank you.



DALLAS CENTRAL APPRAISAL DISTRICT

SUPPLEMENT 08-2021

As of August 11, 2021

**State of Texas
County of Dallas**

Property Tax Code, Section 25.25

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

IRVING ISD

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Tax Year	Amount of
2021	187,588,065
2020	595,647-
2019	275,359-

Date : August 19, 2021

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

2021 SUPPLEMENT NO. 01

Real Property Additions		Personal Property Additions
\$ 139,082,610		\$ 50,098,037
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 189,180,647	\$ (1,592,582)	\$ 187,588,065

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

Value	Reason
\$ (1,592,582)	Exemptions and Value Changes
\$ 189,180,647	Total Additions
\$ 187,588,065	Net Total

2020 SUPPLEMENT NO. 12

Real Property Additions		Personal Property Additions
\$ 0		\$ 181,270
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 181,270	\$ (776,917)	\$ (595,647)

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**Summary of Supplemental Change Report
#1 through #12**

Value	Reason
\$ (99,594,934)	Exemptions and Value Changes
\$ 1,241,258,982	Total Additions
\$ 1,141,664,048	Net Total

2019 SUPPLEMENT NO. 25

Real Property Additions		Personal Property Additions
\$ 0		\$ 181,270
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 181,270	\$ (456,629)	\$ (275,359)

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**Summary of Supplemental Change Report
#1 through #25**

Value	Reason
\$ (261,010,751)	Exemptions and Value Changes
\$ 184,064,663	Total Additions
\$ (76,946,088)	Net Total

RECAP FOR AUGUST SUPPLEMENT

2021 SUPPLEMENT NO. 01	\$	187,588,065
2020 SUPPLEMENT NO. 11	\$	(595,647)
2019 SUPPLEMENT NO. 24	\$	(275,359)

FY 2020-2021

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 12	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,141,664,048	\$ 15,883,454,714
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	11,585,607	\$ 161,185,299
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	2,971,751	\$ 41,344,632
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	14,557,358	\$ 202,529,931

2020 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	435,201,059
SUPPLEMENT NO. 2	479,242,398
SUPPLEMENT NO. 3	280,208,718
SUPPLEMENT NO. 4	15,576,708
SUPPLEMENT NO. 5	-3,568,300
SUPPLEMENT NO. 6	-1,548,848
SUPPLEMENT NO. 7	-17,777,907
SUPPLEMENT NO. 8	-11,306,066
SUPPLEMENT NO. 9	-4,866,930
SUPPLEMENT NO. 10	-7,508,735
SUPPLEMENT NO. 11	-21,392,402
SUPPLEMENT NO. 12	-595,647

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TOTAL **1,141,664,048**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>1,341,664,048</u>
LEVY GAIN (LOSS) M & O	13,615,207
LEVY GAIN (LOSS) I & S	3,492,351
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>17,107,558</u>

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

2019 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>73,053,912</u>
LEVY GAIN (LOSS) M & O	753,186
LEVY GAIN (LOSS) I & S	<u>200,241</u>
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>953,427</u>

FY 2021-2022

COMPARISON OF BUDGET TO ACTUAL TAX ROLL

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 1	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 16,919,405,875	\$ 16,326,839,855	187,588,065	\$ 16,514,427,920
M & O LEVY (0.9390)	\$ 158,873,221	\$ 153,309,026	1,761,452	\$ 155,070,478
I & S LEVY (.2687)	\$ 45,462,444	\$ 43,870,219	504,049	\$ 44,374,268
TOTAL LEVY (1.2077)	\$ 204,335,665	\$ 197,179,245	2,265,501	\$ 199,444,746
2020 SUPPLEMENT SUPPLEMENT NO. 1	TAXABLE VALUE 187,588,065			

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TOTAL 187,588,065

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>387,588,065</u>
LEVY GAIN (LOSS) M & O	3,639,452
LEVY GAIN (LOSS) I & S	1,041,449
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>4,680,901</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 12	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	1,141,664,048	\$ 15,883,454,714
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	11,585,607	\$ 161,185,299
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	2,971,751	\$ 41,344,632
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	14,557,358	\$ 202,529,931

2020 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	435,201,059
SUPPLEMENT NO. 2	479,242,398
SUPPLEMENT NO. 3	280,208,718
SUPPLEMENT NO. 4	15,576,708
SUPPLEMENT NO. 5	-3,568,300
SUPPLEMENT NO. 6	-1,548,848
SUPPLEMENT NO. 7	-17,777,907
SUPPLEMENT NO. 8	-11,306,066
SUPPLEMENT NO. 9	-4,866,930
SUPPLEMENT NO. 10	-7,508,735
SUPPLEMENT NO. 11	-21,392,402
SUPPLEMENT NO. 12	-595,647

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TOTAL **1,141,664,048**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2020 SUPPLEMENTAL BUDGET	-200,000,000
NET GAIN (LOSS) TO TAX	<u>1,341,664,048</u>
LEVY GAIN (LOSS) M & O	13,615,207
LEVY GAIN (LOSS) I & S	3,492,351
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>17,107,558</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 25	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-76,946,088	\$ 14,435,420,847
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-793,314	\$ 148,829,189
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-210,909	\$ 39,567,489
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-1,004,223	\$ 188,396,678

2019 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	32,571,769
SUPPLEMENT NO. 2	98,098,133
SUPPLEMENT NO. 3	25,517,424
SUPPLEMENT NO. 4	-14,556,681
SUPPLEMENT NO. 5	-8,195,689
SUPPLEMENT NO. 6	-19,703,429
SUPPLEMENT NO. 7	-18,434,225
SUPPLEMENT NO. 8	-17,063,025
SUPPLEMENT NO. 9	-3,432,626
SUPPLEMENT NO. 10	-8,979,664
SUPPLEMENT NO. 11	-26,419,728
SUPPLEMENT NO. 12	-14,251,347
SUPPLEMENT NO. 13	-12,542,680
SUPPLEMENT NO. 14	-29,795,534
SUPPLEMENT NO. 15	-2,269,209
SUPPLEMENT NO. 16	-28,966,000
SUPPLEMENT NO. 17	-1,044,464
SUPPLEMENT NO. 18	-10,018,551
SUPPLEMENT NO. 19	-9,938,089
SUPPLEMENT NO. 20	-1,324,146
SUPPLEMENT NO. 21	-2,293,528
SUPPLEMENT NO. 22	-2,360,419
SUPPLEMENT NO. 23	-794,110
SUPPLEMENT NO. 24	-474,911
SUPPLEMENT NO. 25	-275,359

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TOTAL **-76,946,088**

* LEVY REFLECTS FROZEN LOSS FROM OVER 65 & DISABILITY ACCOUNTS

2019 SUPPLEMENTAL BUDGET	-150,000,000
NET GAIN (LOSS) TO TAX	<u>73,053,912</u>
LEVY GAIN (LOSS) M & O	753,186
LEVY GAIN (LOSS) I & S	200,241
TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS	<u>953,427</u>

2021 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
4303 MARIPOSA DRIVE LLC	\$ 7,480,000	REAL
ABF FREIGHT SYSTEM INC	\$ 8,302,500	REAL
ALESIO GARDEN & AREA/EY WFT LLC	\$ 104,420,000	REAL
BUDHWANI & VIRANI INC	\$ 8,600,000	REAL
CARE INN	\$ 2,025,000	REAL
CAROLYN PROPERTY OWNER LP	\$ 15,300,000	REAL
CASTLE CROWN PROPERTIES	\$ 57,720,000	REAL
CHALET APARTMENTS LLC	\$ 4,750,000	REAL
CHATHEAU AT WILDBRIAR LP	\$ 21,434,000	REAL
COLINAS RANCH APARTMENTS	\$ 14,000,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$ 13,598,880	REAL
CROWN ENTERPRISES INC	\$ 7,665,000	REAL
CVS	\$ 5,946,820	REAL
CVS	\$ 1,785,000	REAL
CVS AS LESSEE	\$ 1,734,000	REAL
CVS AS LESSEE	\$ 1,973,410	REAL
DFW JOSEPH INVESTMENTS LLC	\$ 2,240,740	REAL
DFW RESORTS LLC	\$ 11,160,000	REAL
GELCO FLEET TRUST	\$ 6,100,000	REAL
HCD DALLAS CORPORATION	\$ 4,090,320	PERSONAL
HCD DALLAS CORPORATION	\$ 800,000	REAL
HERTZ CORP	\$ 30,150,000	REAL
IRVING 4600 WEST PIONEER	\$ 13,113,420	PERSONAL
JASAN LLC	\$ 34,272,000	REAL
JDFW II LLC	\$ 3,200,230	REAL
JDFW LLC	\$ 71,000,000	REAL
MAA ALLOY LLC	\$ 52,000,000	REAL
MAA TANC LLC	\$ 47,500,000	REAL
MACY'S RETAIL HOLDINGS LLC	\$ 37,800,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$ 2,822,470	PERSONAL
NORTHWEST PARK ASSOC	\$ 24,147,200	REAL
NORTHWEST PARK ASSOC	\$ 5,273,440	REAL
OMNINET FOXBOROUGH LP	\$ 8,226,560	REAL
OMNINET FOXBOROUGH LP	\$ 9,349,910	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 23,015,170	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 61,167,000	REAL
PARMA MANDALAY TOWER LLC	\$ 4,048,000	REAL
	\$ 38,000,000	REAL

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PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$	12,252,330	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$	151,682,670	REAL
PECAN VILLAGE APARTMENTS	\$	1,477,510	REAL
PECAN VILLAGE APARTMENTS	\$	1,704,820	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	51,832,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	73,775,000	REAL
RACETRAC PETROLEUM INC	\$	563,900	PERSONAL
RACETRAC PETROLEUM INC	\$	1,750,000	REAL
RACETRAC PETROLEUM INC	\$	2,315,310	REAL
RACETRAC PETROLEUM INC	\$	457,820	REAL
RACETRAC PETROLEUM INC	\$	382,310	REAL
RAYO LLC	\$	4,800,000	REAL
RAYO LLC	\$	4,897,600	REAL
RESIDENCES NORTHGATE LLC	\$	28,233,600	REAL
ROCHELLE PLAZA ASSOCIATES	\$	9,500,000	REAL
SEDONA PARK APARTMENTS LLC	\$	24,880,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	8,900,000	REAL
TCI 600 LAS COLINAS INC	\$	80,837,780	REAL
TP APARTMENTS LLC	\$	5,415,830	REAL
TP APARTMENTS LLC	\$	2,063,170	REAL
TR ATRIUM LP	\$	14,215,000	REAL
TR ATRIUM LP	\$	7,215,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	18,525,000	REAL
WALGREENS CO AS OWNER	\$	2,293,980	REAL
WALGREENS CO AS OWNER	\$	1,376,640	REAL
WALGREENS CO AS OWNER	\$	2,351,530	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	17,750,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,400,000	REAL
WESTDALE LAKERIDGE	\$	15,950,000	REAL
WESTDALE POLARIS PARTNERS	\$	13,400,000	REAL
WESTDALE PPTIES AMERICA I	\$	15,850,000	REAL
WESTDALE WOODMEADE LTD	\$	23,700,000	REAL
WESTGATE MULTIFAMILY LLC	\$	4,358,000	REAL
WESTGATE MULTIFAMILY LLC	\$	3,988,000	REAL
WESTGATE MULTIFAMILY LLC	\$	23,524,000	REAL
WESTGATE MULTIFAMILY LLC	\$	10,130,000	REAL
WOODCHASE & CLARENDON APTS LLC	\$	15,388,870	REAL
WOODCHASE & CLARENDON APTS LLC	\$	5,931,130	REAL
WOODWIND APARTMENTS	\$	5,193,000	REAL
WOODWIND APARTMENTS	\$	400,000	REAL
TOTAL	\$	1,449,872,870	

2020 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 18,200,000	REAL
2013B PPTY OWNER LLC	\$ 226,370	REAL
2018 1 IH BORROWER LP	\$ 215,900	REAL
2018 1 IH BORROWER LP	\$ 223,050	REAL
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
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,662,850	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,650,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,267,150	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 109,420,000	REAL
AH4R I TX DFW	\$ 233,200	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 8,835,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,095,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 734,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 7,971,000	REAL
BLVD AL LP THE	\$ 1,341,440	REAL
BREIT INDUSTRIAL CANYON TX1B01-B02	\$ 8,306,930	REAL
BUDHWANI & VIRANI INC	\$ 2,200,000	REAL
CARE INN	\$ 15,900,000	REAL
CENTRAL PARK PARTNERS LTD	\$ 5,500,000	REAL
CERBERUS SFR HOLDINGS	\$ 189,960	REAL
CERBERUS SFR HOLDINGS	\$ 236,510	REAL
CFT NV DEVELOPMENTS LLC	\$ 905,450	REAL
CHALET APARTMENTS LLC	\$ 20,500,000	REAL
CLAY COOLEY REAL ESTATE	\$ 4,336,180	REAL
CLAY COOLEY REAL ESTATE	\$ 8,280,400	REAL
CLAY COOLEY REAL ESTATE	\$ 8,593,750	REAL
CLAY COOLEY VOLKSWAGEN	\$ 1,450,670	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 2,261,420	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 3,104,270	PERSONAL
CLAY COOLEY VOLKSWAGEN	\$ 361,730	PERSONAL
CNC INVESTMENTS	\$ 5,295,260	REAL
CNC INVESTMENTS	\$ 10,454,740	REAL
COLUMBIA PROPERTIES	\$ 33,600,000	REAL

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CP II CRESTVIEW LP	\$	36,500,000	REAL
CPLG TX PROPERTIES LLC	\$	8,435,000	REAL
CROSS COURT REALTY LLC	\$	936,000	REAL
CTCRV LLC &	\$	12,275,000	REAL
CVS AS LESSEE	\$	2,039,100	REAL
CVS AS LESSEE	\$	1,934,720	REAL
DALLAS METRO APARTMENTS LLC	\$	3,250,000	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
FIREBIRD SFE I LLC	\$	435,000	REAL
FPG THE POINT LP	\$	52,945,000	REAL
FREEMPORT REGENT LLC	\$	12,000,000	REAL
GROUP 1 REALTY INC	\$	879,430	REAL
GROUP 1 REALTY INC	\$	309,360	REAL
GROUP 1 REALTY INC	\$	3,118,030	REAL
GROUP 1 REALTY INC	\$	167,210	REAL
GROUP 1 REALTY INC	\$	644,120	REAL
HAMPTON PLEASANT RUN JV	\$	2,050,000	REAL
HKRK MGNT INC	\$	2,275,000	REAL
HOME SFR BORROWER II LLC	\$	168,600	REAL
HOME SFR BORROWER LLC	\$	237,080	REAL
HOME SFR BORROWER LLC	\$	201,510	REAL
HOME SFR BORROWER LLC	\$	147,590	REAL
HP TEXAS I LLC	\$	373,690	REAL
IMV GROUP LLC	\$	155,560	REAL
IMV GROUP LLC	\$	901,740	REAL
IMV GROUP LLC	\$	167,260	REAL
IMV GROUP LLC	\$	91,860	REAL
IMV GROUP LLC	\$	1,429,530	REAL
IMV GROUP LLC	\$	189,600	REAL
IMV GROUP LLC	\$	179,650	REAL
IMV GROUP LLC	\$	175,650	REAL
IMV GROUP LLC	\$	138,050	REAL
IMV GROUP LLC	\$	130,490	REAL
IMV GROUP LLC	\$	1,111,510	REAL
IMV GROUP LLC	\$	351,290	REAL
IMV GROUP LLC	\$	322,350	REAL
INTERGERMAN SUMMER GATE LP	\$	12,750,000	REAL
IRBY LANE ASSOCIATES LTD	\$	14,250,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,415,280	REAL
IRVING CENTAL PLACE LLC	\$	1,850,000	REAL
IRVING LODGING LLC	\$	6,350,000	REAL

IRVING PARK SPRINGS PARTNERS LTD	\$	2,875,000	REAL
JAHCO SPRING CREEK LLC	\$	7,200,000	REAL
JASAN LLC	\$	3,200,230	REAL
LADERA RANCH LLC	\$	19,850,000	REAL
LAS COLINAS I HOLDCO LP	\$	83,500,000	REAL
LAS COLINAS II HOLDCO LP	\$	47,400,000	REAL
LEGACY REI GROUP SA LLC	\$	9,924,320	REAL
LEGACY REI GROUP SA LLC	\$	3,575,680	REAL
LEGACY REI GROUP SA LLC	\$	17,650,000	REAL
LPD REALTY LLC	\$	11,260,000	REAL
LUCKY TEXAN	\$	1,850,000	REAL
MEDIEVAL TIMES	\$	1,596,520	PERSONAL
METROPLEX PLAZA LP	\$	5,150,000	REAL
METROPLEX PLAZA LP	\$	4,850,000	REAL
METROPLEX PLAZA LP	\$	2,625,000	REAL
MONTERRA APARTMENTS LP	\$	39,000,000	REAL
MONTFORT ALPHA JV	\$	11,500,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	22,100,000	REAL
NORTHGATE CAPRI LLC &	\$	15,400,000	REAL
NORTHWEST PARK ASSOC	\$	7,007,810	REAL
NORTHWEST PARK ASSOC	\$	4,492,190	REAL
PAR CAPITAL 122 WEST LLC	\$	28,895,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA MANDALAY TOWER LLC	\$	39,275,000	REAL
PATEL HASU	\$	337,700	REAL
PATEL RAMAN	\$	1,450,000	REAL
PBH VALLEY CREEK LLC	\$	31,500,000	REAL
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
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
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
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 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
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 LAKERIDGE	\$	14,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	12,800,000	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	58,300	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	81,920	REAL
WINKLE PIONEER COURT LTD	\$	80,720	REAL
WINKLE PIONEER COURT LTD	\$	81,440	REAL
WINKLE PIONEER COURT LTD	\$	81,360	REAL
WOODCHASE & CLARENDON	\$	13,950,000	REAL
WOODCHASE & CLARENDON	\$	5,550,000	REAL
WOODLAND RIDGE POE LLC	\$	10,883,330	REAL
WOODLAND RIDGE POE LLC	\$	21,766,670	REAL
WOODSIDE VILLAS IRVING LLC	\$	12,250,000	REAL

TOTAL 2,185,857,680

2020 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
130 E JOHN W CARPENTER	\$ 7,400,000	\$ 7,100,000	REAL
168 REALTY GROUP III LLC	\$ 4,363,010	\$ 3,977,740	REAL
168 REALTY GROUP III LLC	\$ 5,436,990	\$ 4,822,260	REAL
2325 STEMMONS HOTEL PARTNERS LLC	\$ 8,900,000	\$ 8,800,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 48,850,000	\$ 47,250,000	REAL
89 H A S HOTEL CORP	\$ 1,100,000	\$ 1,000,000	REAL
ACRON ARG LAKE CAROLYN	\$ 52,929,170	\$ 48,000,000	REAL
AGAS VENTURES LLC	\$ 152,000	\$ 125,600	REAL
AGAS VENTURES LLC	\$ 160,000	\$ 103,230	REAL
AGAS VENTURES LLC	\$ 140,490	\$ 107,310	REAL
AGAS VENTURES LLC	\$ 149,000	\$ 122,730	REAL
AGAS VENTURES LLC	\$ 146,000	\$ 117,380	REAL
AGAS VENTURES LLC	\$ 124,000	\$ 110,340	REAL
AGAS VENTURES LLC	\$ 130,000	\$ 115,090	REAL
AGAS VENTURES LLC	\$ 139,290	\$ 136,660	REAL
AGAS VENTURES LLC	\$ 127,070	\$ 123,770	REAL
AGAS VENTURES LLC	\$ 175,050	\$ 160,730	REAL
AGAS VENTURES LLC	\$ 194,500	\$ 154,710	REAL
AGAS VENTURES LLC	\$ 169,000	\$ 135,490	REAL
AGAS VENTURES LLC	\$ 180,000	\$ 165,000	REAL
AGAS VENTURES LLC	\$ 156,000	\$ 131,110	REAL
AGAS VENTURES LLC	\$ 140,000	\$ 116,390	REAL
AGAS VENTURES LLC	\$ 161,000	\$ 144,630	REAL
AGAS VENTURES LLC	\$ 175,000	\$ 138,170	REAL
AGAS VENTURES LLC	\$ 100,000	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,100,000	\$ 7,300,000	REAL
ALC APARTMENTS LLC	\$ 50,000,000	\$ 47,309,010	REAL
AMERISOUTH XXX LTD	\$ 9,120,000	\$ 9,120,000	REAL
AREA/EY WFT LLC	\$ 8,600,000	\$ 7,800,000	REAL
ASHER PARK IRVING LP	\$ 19,600,000	\$ 18,250,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 7,094,030	\$ 6,850,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 8,190,000	\$ 8,190,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 767,000	\$ 767,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$ 3,318,000	\$ 3,318,000	REAL
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

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CO PROPERTIES LLC	\$	89,380	\$	43,330	REAL
COLINAS RANCH APARTMENTS LLC	\$	10,471,820	\$	9,924,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	7,665,000	\$	6,950,000	REAL
CP 511 BUILDING LLC	\$	19,400,000	\$	19,000,000	REAL
CREEKWOOD APTS LLC	\$	18,300,000	\$	17,050,000	REAL
CRESTVIEW STONEHILL LLC	\$	17,274,590	\$	15,800,000	REAL
CROSSINGS AT IRVING RUBY	\$	12,200,000	\$	10,732,800	REAL
CVS AS LESSEE	\$	1,958,840	\$	1,700,000	REAL
CVS AS LESSEE	\$	2,006,410	\$	1,750,000	REAL
D L PETERSON TRUST I	\$	5,081,060	\$	4,596,400	PERSONAL
DALLAS FT WORTH PARTNERS LLC	\$	1,750,000	\$	1,372,550	REAL
DALLAS FT WORTH PARTNERS LLC	\$	3,125,000	\$	2,450,990	REAL
DALLAS FT WORTH PARTNERS LLC	\$	1,500,000	\$	1,176,460	REAL
DAVIS MOTOR CRANE SERVICE INC	\$	37,163,370	\$	28,509,100	PERSONAL
DAYTON HUDSON CORP	\$	5,523,470	\$	5,523,470	REAL
DK CREST OWNER LLC	\$	62,000,000	\$	56,000,000	REAL
EBEX IRVING APARTMENTS LLC	\$	9,600,000	\$	9,000,000	REAL
ELEMENT FLEET CORPORATION	\$	468,830	\$	391,420	PERSONAL
ESTRADA REVO LLC &	\$	18,970,000	\$	17,775,000	REAL
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	\$	1,366,280	PERSONAL
GEP SILVERTON LLC	\$	21,115,000	\$	19,400,000	REAL
GEP VANDERBILT LLC	\$	11,950,000	\$	11,000,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	\$	4,763,680	REAL
IMC RETAIL LLC	\$	21,500,000	\$	21,500,000	REAL
IMC RETAIL LLC	\$	577,520	\$	577,520	REAL
IRVING 4600 WEST PIONEER	\$	32,750,000	\$	29,725,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	1,700,000	\$	1,550,000	REAL
ISA HOSPITALITY INC	\$	2,674,280	\$	2,500,000	REAL
JAY A KANTER	\$	2,639,210	\$	2,639,210	REAL
JB DALLAS LLC	\$	2,250,000	\$	2,169,320	REAL
JTCH APARTMENTS LLC	\$	2,298,290	\$	2,164,050	REAL
JTCH APARTMENTS LLC	\$	3,351,710	\$	3,184,120	REAL
K GARAGE CO LTD	\$	5,500,000	\$	5,200,000	REAL
KAMEYAMA KEISHI	\$	13,500,000	\$	13,500,000	REAL
KLOPRO BELT LLC	\$	1,700,000	\$	1,550,000	REAL
KORE 125 JOHN CARPENTER LLC	\$	68,800,000	\$	66,800,000	REAL
KROGER TEXAS LP	\$	10,600,000	\$	10,600,000	REAL
KROGER TEXAS LP	\$	1,488,980	\$	1,440,000	REAL
KROGER TEXAS LP	\$	939,090	\$	939,090	REAL
KROGER TEXAS LP	\$	3,942,150	\$	3,942,150	REAL
KROGER TEXAS LP	\$	1,741,790	\$	1,690,000	REAL
KROGER TEXAS LP	\$	758,210	\$	758,210	REAL
LAKE WORTH HOTEL CORP	\$	4,722,750	\$	4,260,000	REAL
LBH LAS COLINAS PLAZA LLC	\$	25,500,000	\$	21,000,000	REAL
LOWEN RAIFORD LP	\$	9,100,000	\$	9,100,000	REAL
M&D IRVING LLC	\$	6,650,000	\$	6,000,000	REAL
MAA ALLOY LLC	\$	46,000,000	\$	43,550,000	REAL
MAA TANC LLC	\$	37,100,000	\$	36,000,000	REAL
MAAHIYAA HOTEL LLC	\$	4,370,760	\$	3,809,320	REAL
MACARTHUR PLACE APARTMENTS LP	\$	13,384,610	\$	12,692,300	REAL
MACARTHUR PLACE APARTMENTS LP	\$	15,615,390	\$	14,807,700	REAL

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MACY'S RETAIL HOLDINGS INC	\$	2,822,470	\$	2,537,660	PERSONAL	
MALL GROUND PORTFOLIO LLC	\$	45,000,000	\$	42,596,580	REAL	
MALL GROUND PORTFOLIO LLC	\$	1,729,780	\$	1,729,780	REAL	
MALL GROUND PORTFOLIO LLC	\$	4,807,030	\$	4,807,030	REAL	
MALL GROUND PORTFOLIO LLC	\$	193,440	\$	193,440	REAL	
MALL GROUND PORTFOLIO LLC	\$	1,301,420	\$	1,301,420	REAL	
MARABELLA APARTMENTS LP	\$	24,559,040	\$	22,433,740	REAL	
MARABELLA APARTMENTS LP	\$	27,440,960	\$	25,066,260	REAL	
MOTTS LLP	\$	85,323,730	\$	72,269,810	PERSONAL	
MPG TEXAS 1 LLC	\$	8,500,000	\$	7,750,000	REAL	
NORTHSHORE EAST LLC	\$	13,608,140	\$	12,247,330	REAL	
OMNINET FOXBOROUGH LP	\$	22,400,000	\$	20,302,220	REAL	
OMNINET FOXBOROUGH LP	\$	9,100,000	\$	8,247,780	REAL	
PATEL MADAN &	\$	983,680	\$	940,000	REAL	
PBH VALLEY RIDGE LLC	\$	33,000,000	\$	32,000,000	REAL	
PL LASCO OWNER LLC	\$	76,500,000	\$	69,500,000	REAL	
POLO SANTIAGO	\$	3,890,000	\$	3,505,000	REAL	
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	77,200,000	\$	72,300,000	REAL	
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	52,365,000	\$	48,600,000	REAL	64
PURPLE GALAXY REAL ESTATE LLC	\$	2,360,000	\$	2,130,000	REAL	
RACETRAC PETROLEUM INC	\$	420,900	\$	352,400	PERSONAL	
RAVEN SURROUND LLC	\$	23,250,000	\$	22,000,000	REAL	
ROCHELLE PLACE L P	\$	7,467,600	\$	6,775,000	REAL	
ROCHELLE PLAZA ASSOCIATES	\$	8,250,000	\$	7,425,000	REAL	
SAIBABA DFW LODGING LLC	\$	4,543,000	\$	4,210,000	REAL	
SOUTHERN STAR LAS COLINAS LP	\$	10,800,000	\$	10,250,000	REAL	
SPARTRA LLC	\$	6,130,000	\$	5,450,000	REAL	
SPRINT UNITED MGMT CO	\$	17,000,000	\$	11,000,000	REAL	
SUN HOLDINGS INC	\$	126,730	\$	107,720	PERSONAL	
SUN HOLDINGS INC	\$	135,060	\$	114,800	PERSONAL	
SUN HOLDINGS INC	\$	192,500	\$	163,630	PERSONAL	
SUN HOLDINGS INC	\$	123,570	\$	105,030	PERSONAL	
TARGET CORP	\$	3,374,500	\$	2,868,330	PERSONAL	
VALLEY VIEW OWNER LLC	\$	16,047,720	\$	14,500,000	REAL	
VILLAS ESTANCIA APARTMENTS LLC	\$	16,000,000	\$	14,500,000	REAL	
WALMART REAL ESTATE	\$	10,596,130	\$	10,596,130	REAL	
WATER STREET OCONNOR LP	\$	77,250,000	\$	75,250,000	REAL	
WESTDALE ESTELLE CREEK LTD	\$	14,500,000	\$	13,700,000	REAL	
WESTDALE WOODMEADE LTD	\$	21,000,000	\$	20,000,000	REAL	
WESTGATE MULTIFAMILY LLC	\$	21,111,110	\$	19,166,670	REAL	
WESTGATE MULTIFAMILY LLC	\$	9,170,140	\$	8,325,520	REAL	
WESTGATE MULTIFAMILY LLC	\$	3,694,440	\$	3,354,160	REAL	
WESTGATE MULTIFAMILY LLC	\$	4,024,310	\$	3,653,650	REAL	
WINGREN VILLAGE LP	\$	9,303,430	\$	9,303,430	REAL	
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	\$	1,772,792,180	\$	1,638,885,790		

2019 ACTIVE LAWSUITS

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

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2019 SETTLED LAWSUITS

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

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BELTLINE VILLAGE PARTNERS	\$	7,200,000	\$	6,850,000	REAL	
BETTER INC	\$	2,265,000	\$	2,000,000	REAL	
BHP INVESTMENTS CO	\$	3,200,000	\$	2,950,000	REAL	
BLVD AL LP THE	\$	1,395,000	\$	1,307,980	REAL	
BP AEROSPACE LLC	\$	6,037,170	\$	1,542,240	PERSONAL	
BRE LAS COLINAS LLC	\$	8,000,000	\$	8,000,000	REAL	
BRE LAS COLINAS LLC	\$	91,629,260	\$	71,629,260	REAL	
BRE LAS COLINAS LLC	\$	370,740	\$	370,740	REAL	
BREIT INDUSTRIAL HS TX	\$	8,172,780	\$	6,150,000	REAL	
BREIT INDUSTRIAL HS TX	\$	115,390	\$	115,390	REAL	
BRIARWOOD UNIV HILLS LP	\$	5,121,500	\$	4,685,000	REAL	
BROWN COLINAS POINTE LLC	\$	12,000,000	\$	11,260,300	REAL	
BUDHWANI & VIRANI INC	\$	3,023,360	\$	2,550,000	REAL	
CEDAR CREST OF IRVING LLC	\$	3,500,000	\$	1,600,000	REAL	
CENTRALAND GROUP LTD	\$	3,841,690	\$	3,500,000	REAL	
CENTURY 2209 LLC	\$	780,000	\$	780,000	REAL	
CERBERUS SFR HOLDINGS II LP	\$	169,970	\$	167,700	REAL	
CFT NV DEVELOPMENTS LLC	\$	945,000	\$	850,000	REAL	
CHARTER COMMUNICATIONS TIME WARNER I	\$	1,142,580	\$	988,330	PERSONAL	67
CHARTER COMMUNICATIONS TIME WARNER I	\$	388,910	\$	336,410	PERSONAL	
CHATHEAU AT WILDBRIAR LP	\$	9,200,000	\$	8,300,000	REAL	
CHEDDARS CASUAL CAFÉ	\$	1,537,450	\$	1,260,410	PERSONAL	
CHEDDARS CASUAL CAFÉ	\$	264,360	\$	216,480	PERSONAL	
CHICK FIL A INC	\$	950,000	\$	855,000	REAL	
CHIPOTLE MEXICAN GRILL	\$	675,000	\$	600,000	REAL	
CLAY COOLEY REAL ESTATE	\$	4,336,180	\$	3,648,200	REAL	
CLAY COOLEY REAL ESTATE	\$	8,473,470	\$	6,510,000	REAL	
CLAY COOLEY REAL ESTATE	\$	9,214,060	\$	6,742,000	REAL	
CNC SWAGAT NINE LTD	\$	8,728,870	\$	8,563,000	REAL	
CNC SWAGAT NINE LTD	\$	4,421,120	\$	4,337,000	REAL	
CNLRS BEP LP	\$	1,650,000	\$	1,509,500	REAL	
CO-PROPERTIES LLC	\$	83,970	\$	83,970	REAL	
COLUMBIA HCA	\$	769,580	\$	609,640	PERSONAL	
COLUMBIA PROPERTIES DALLAS	\$	37,291,700	\$	33,600,000	REAL	
CONNS APPLIANCES INC	\$	14,920	\$	8,130	PERSONAL	
CP 511 BUILDING LLC	\$	19,450,000	\$	18,500,000	REAL	
CPLG TX PROPERTIES	\$	8,606,780	\$	8,400,000	REAL	
CRESTVIEW STONEHILL LLC	\$	10,800,000	\$	10,000,000	REAL	
CROSS COURT REALTY LLC	\$	936,000	\$	864,000	REAL	
CROWN ENTERPRISES INC	\$	2,381,940	\$	2,381,940	REAL	
CROWN ENTERPRISES INC	\$	3,022,730	\$	3,022,730	REAL	
CTCRV LLC &	\$	11,334,410	\$	11,334,410	REAL	
CVS	\$	1,942,000	\$	1,750,000	REAL	
CVS	\$	1,865,560	\$	1,750,000	REAL	
CVS	\$	1,910,870	\$	1,700,000	REAL	
D L PETERSON TRUST I	\$	4,702,220	\$	4,179,970	PERSONAL	
DAL 2 SF LLC	\$	149,740	\$	136,080	REAL	
DALLAS FT WORTH PARTNERS LLC	\$	1,244,870	\$	1,086,910	REAL	
DALLAS FT WORTH PARTNERS LLC	\$	2,571,290	\$	2,245,020	REAL	
DALLAS FT WORTH PARTNERS LLC	\$	1,452,350	\$	1,268,070	REAL	

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

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

RACETRAC PETROLEUM INC	\$	433,620	\$	346,900	PERSONAL
RACETRAC PETROLEUM INC	\$	1,788,690	\$	1,788,690	REAL
RACETRAC PETROLEUM INC	\$	2,349,910	\$	2,349,910	REAL
RACETRAC PETROLEUM INC	\$	457,820	\$	457,820	REAL
RACETRACK PETROLEUM	\$	563,900	\$	318,000	PERSONAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RAYO LLC	\$	2,650,000	\$	2,250,000	REAL
RFI WESTWOOD VILLAGE LLC	\$	21,000,000	\$	19,400,000	REAL
ROCHELLE PLACE L P	\$	5,597,870	\$	5,376,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	6,480,000	\$	5,900,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	57,000,000	\$	53,500,000	REAL
SAIBABA DFW LODGING LLC	\$	4,885,120	\$	3,990,000	REAL
SAVOY DALLAS HOTELS LLC	\$	7,846,700	\$	7,065,000	REAL
SEARITAGE SRC FINANCE LLC	\$	4,238,810	\$	3,989,110	REAL
SEDONA PARK APARTMENTS LLC	\$	17,800,000	\$	17,800,000	REAL
SFR JV1 PROPERTY LLC	\$	226,370	\$	215,200	REAL
SHURGARD OF TEX LTD PS	\$	3,732,590	\$	3,400,000	REAL
SK & SONS INVESTMENTS LLC	\$	2,125,000	\$	1,840,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	15,817,480	\$	13,500,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	5,279,020	\$	4,900,000	REAL
SPARTRA LLC	\$	4,500,000	\$	4,100,000	REAL
SPRINT UNITED MGMT CO	\$	17,000,000	\$	11,000,000	REAL
SRP SUB LLC	\$	214,840	\$	196,500	REAL
SRP SUB LLC	\$	231,280	\$	217,800	REAL
SRP SUB LLC	\$	202,520	\$	174,470	REAL
SRP SUB LLC	\$	354,990	\$	347,680	REAL
STEEL MACHINERY MANUFACTURING CO LLC	\$	5,984,340	\$	5,375,000	PERSONAL
SUN HOLDINGS INC	\$	122,440	\$	103,480	PERSONAL
SUN HOLDINGS INC	\$	186,340	\$	103,990	PERSONAL
SUN HOLDINGS INC	\$	117,900	\$	96,530	PERSONAL
SURESHCHANDRA PATEL N &	\$	491,820	\$	491,820	REAL
TACO BUENO RESTAURANTS INC	\$	71,150	\$	71,150	PERSONAL
TACO BUENO RESTAURANTS INC	\$	75,170	\$	71,180	PERSONAL
TAH HOLDING LP	\$	151,780	\$	136,450	REAL
TAH HOLDING LP	\$	197,850	\$	187,740	REAL
TAH HOLDING LP	\$	193,990	\$	185,070	REAL
TAH HOLDING LP	\$	171,510	\$	167,000	REAL
TCI 600 LAS COLINAS INC	\$	74,100,000	\$	69,000,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TNREF III ICG SHADOWS LLC	\$	20,477,740	\$	19,400,000	REAL
TOYOTA OF IRVING LTD	\$	11,177,520	\$	9,000,000	REAL
TR ATRIUM LP	\$	7,240,000	\$	6,829,000	REAL
TR ATRIUM LP	\$	14,400,000	\$	13,800,000	REAL
TRINITY POE LLC	\$	31,750,000	\$	31,150,000	REAL
TRUE DFW2015 1 HOMES LLC	\$	164,420	\$	153,540	REAL
U S XPRESS LEASING COMPANY	\$	25,000,000	\$	16,900,000	PERSONAL
VALLEY VIEW OWNER LLC	\$	14,742,000	\$	13,250,000	REAL
WALMART STORES INC	\$	10,900,000	\$	10,352,330	REAL
WALTRUST PROPERTIES INC	\$	1,330,370	\$	1,285,380	REAL
WALTRUST PROPERTIES INC	\$	2,272,490	\$	2,195,640	REAL

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WALTRUST PROPERTIES INC	\$	2,216,870	\$	2,141,900	REAL
WATER STREET OCONNOR LP	\$	78,000,000	\$	72,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	11,850,000	\$	10,700,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,600,000	\$	13,500,000	REAL
WESTDALE ESTELLE CREEK LTD	\$	14,200,000	\$	12,800,000	REAL
WESTDALE LAKERIDGE	\$	12,000,000	\$	11,500,000	REAL
WESTDALE POLARIS PARTNERS	\$	3,844,210	\$	3,675,000	REAL
WESTDALE POLARIS PARTNERS	\$	10,385,000	\$	9,420,000	REAL
WESTDALE WOODMEADE LTD	\$	19,225,000	\$	18,000,000	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,380	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	81,360	\$	58,930	REAL
WINKLE PIONEER COURT LTD	\$	81,440	\$	58,990	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	80,720	\$	58,460	REAL
WINKLE PIONEER COURT LTD	\$	81,920	\$	59,330	REAL
WINKLE PIONEER COURT LTD	\$	58,300	\$	42,220	REAL
WOODCHASE & CLARENDON	\$	4,440,000	\$	4,203,200	REAL
WOODCHASE & CLARENDON	\$	10,560,000	\$	9,996,800	REAL
WOODLAND RIDGE POE LLC	\$	19,833,330	\$	18,000,000	REAL
WOODLAND RIDGE POE LLC	\$	9,916,670	\$	8,700,000	REAL
TOTAL	\$	2,869,019,320	\$	2,629,959,560	

2018 ACTIVE LAWSUITS

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

2018 SETTLED LAWSUITS

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

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BURLINGTON COAT FACTORY	\$	1,015,960	\$	914,360	PERSONAL	
CERBERUS SFR HOLDINGS LP	\$	216,160	\$	208,320	REAL	
CERBERUS SFR HOLDINGS LP	\$	219,550	\$	197,600	REAL	
CFT NV DEVELOPMENTS LLC	\$	1,050,000	\$	950,000	REAL	
CHARLES G SLOCUM TR THE	\$	409,570	\$	395,000	REAL	
CHATHEAU WILDBRIAR LP	\$	8,950,000	\$	8,055,000	REAL	
CHICK FIL A INC	\$	950,000	\$	950,000	REAL	
CHIPOTLE MEXICAN GRILL	\$	630,000	\$	550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	13,018,090	\$	11,550,000	REAL	
CLAY COOLEY REAL ESTATE	\$	5,182,600	\$	4,700,000	REAL	
CNC SWAGAT FIVE LP	\$	8,284,660	\$	8,284,660	REAL	
CNC SWAGAT FIVE LP	\$	4,196,130	\$	4,196,130	REAL	
CNL RETIREMENT MOP 1110	\$	9,245,000	\$	3,855,000	REAL	
COLUMBIA PROPERTIES	\$	33,284,010	\$	30,000,000	REAL	*
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	74
CRLP LOS COLINAS BLVD LLC	\$	44,797,000	\$	40,500,000	REAL	*
CROSS COURT REALTY LLC	\$	864,000	\$	864,000	REAL	
CSH 2016 2 BORROWER LLC	\$	213,740	\$	207,800	REAL	
CSH 2016 2 BORROWER LLC	\$	313,740	\$	310,150	REAL	
CSMA FT LLC	\$	143,890	\$	139,990	REAL	
CSMA FT LLC	\$	208,790	\$	187,910	REAL	
CTCRV LLC &	\$	11,224,000	\$	11,224,000	REAL	
CVS AS LESSEE	\$	1,876,370	\$	1,876,370	REAL	
CVS AS LESSEE	\$	2,126,680	\$	2,126,680	REAL	
CWW WEST WIND APARTMENTS	\$	7,250,000	\$	6,550,000	REAL	
DALLAS AIRMOTIVE INC	\$	38,080,700	\$	38,080,700	PERSONAL	
DALLAS METRO APARTMENTS LLC	\$	2,100,000	\$	1,800,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	310,140	\$	310,140	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	11,816,770	\$	11,100,000	REAL	
DALLAS NORTHWEST LTD LAKERIDGE OF REA	\$	9,464,140	\$	9,309,860	REAL	
DAVID D NIX DDS PA	\$	401,000	\$	401,000	PERSONAL	
DAVITA RX LLC AS LESSEE ET AL	\$	2,150,000	\$	2,000,000	REAL	
DEMASIADO LLC	\$	2,508,000	\$	2,260,000	REAL	
DEVA CORPORATION	\$	4,320,000	\$	4,300,000	REAL	
DFW AIRPORT HOSPITALITY	\$	6,450,000	\$	6,450,000	REAL	
DFW JOSEPH INVESTMENTS LLC	\$	8,832,000	\$	7,950,000	REAL	
DFW TOWER VILLAGE LP	\$	11,581,650	\$	7,887,280	REAL	
DFW TOWER VILLAGE LP	\$	7,893,230	\$	6,362,720	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	11,449,530	\$	10,674,530	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	1,448,050	\$	1,448,050	REAL	
DP WPC TX LLC AS OWNER AND LESSEE	\$	102,420	\$	102,420	REAL	
EL PASO CHELSEA LTD	\$	475,730	\$	399,000	REAL	
ESD DFW SOUTH 2011 LP	\$	24,500,000	\$	23,100,000	REAL	
EXTRA SPACE PROPERTIES 112 LLC	\$	4,000,000	\$	3,600,000	REAL	
EXTRA SPACE PROPERTIES 112 LLC	\$	1,968,750	\$	1,850,000	REAL	

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

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

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

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

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

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

2017 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY	
ABS HOSPITALITY GROUP LLC	\$ 1,400,000	\$ 1,300,000	REAL	
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 105,590,370	\$ 92,746,330	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,847,130	\$ 51,968,730	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,990,280	\$ 8,578,530	REAL	*
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,572,220	\$ 53,706,410	REAL	*
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 10,836,630	\$ 9,800,000	REAL	
ALDEN SHORT INC	\$ 118,730	\$ 105,000	REAL	
ALDEN SHORT INC	\$ 113,710	\$ 102,000	REAL	
ALDEN SHORT INC	\$ 60,530	\$ 60,530	REAL	
ALDEN SHORT INC	\$ 117,950	\$ 117,950	REAL	
ANGEL HOSPITALITY VIII LLC	\$ 7,735,730	\$ 6,870,000	REAL	*
BEL AIR AT LAS COLINAS LL LLC	\$ 33,500,000	\$ 31,750,000	REAL	
BELTLINE AIRPORT FREEWAY JV ETAL	\$ 2,145,980	\$ 1,600,000	REAL	80
BELTLINE VILLAGE PARTNERS	\$ 6,500,000	\$ 5,950,000	REAL	
BETTER INC	\$ 1,950,000	\$ 1,800,000	REAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 54,090	\$ 12,000	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 181,070	\$ 82,110	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 167,690	\$ 77,430	PERSONAL	
BIG DIAMOND SKIPPER BEVERAGE	\$ 111,300	\$ 77,770	PERSONAL	
BRE LAS COLINAS LLC	\$ 85,000,000	\$ 69,000,000	REAL	
BRE LAS COLINAS LLC	\$ 5,752,840	\$ 5,752,840	REAL	
BRE LAS COLINAS LLC	\$ 247,160	\$ 247,160	REAL	
BROWN COLINAS POINTE LLC	\$ 9,650,000	\$ 9,400,000	REAL	
CANAL CENTRE LLC	\$ 32,600,000	\$ 32,600,000	REAL	*
CASA DEL SOL TEXAS LLC	\$ 2,965,000	\$ 2,700,000	REAL	
CHIPOTLE MEXICAN GRILL	\$ 554,320	\$ 485,000	REAL	
CLAY COOLEY REAL ESTATE	\$ 11,245,710	\$ 9,750,000	REAL	
CLAY COOLEY REAL ESTATE	\$ 3,120,530	\$ 2,725,000	REAL	
CNL RETIREMENT MOP 1110	\$ 10,215,000	\$ 3,855,000	REAL	
CNLRS BEP LP	\$ 1,800,000	\$ 1,400,000	REAL	
COLUMBIA PROPERTIES	\$ 32,577,220	\$ 30,300,000	REAL	*
COOLEY FAMILY IRREVOCABLE TRUST	\$ 2,298,690	\$ 1,257,990	PERSONAL	
COOLEY FAMILY IRREVOCABLE TRUST	\$ 327,240	\$ 327,240	PERSONAL	
COOLEY FAMILY IRREVOCABLE TRUST	\$ 1,647,380	\$ 717,320	PERSONAL	
CREEKWOOD APTS LLC	\$ 12,470,000	\$ 11,000,000	REAL	
CROSS COURT REALTY LLC	\$ 864,000	\$ 825,000	REAL	
CROWN ENTERPRISES INC	\$ 2,100,000	\$ 2,050,000	REAL	
CROWN ENTERPRISES INC	\$ 3,099,770	\$ 2,050,000	REAL	
CSC SERVICEWORKS INC	\$ 580,930	\$ 464,370	PERSONAL	
D L PETERSON TRUST I	\$ 5,302,690	\$ 4,394,640	PERSONAL	
DAL RICH VILLAGE LTD	\$ 13,000,000	\$ 11,500,000	REAL	
DAL RICH VILLAGE LTD	\$ 3,051,970	\$ 2,538,060	REAL	
DAL RICH VILLAGE LTD	\$ 608,270	\$ 505,850	REAL	
DAL RICH VILLAGE LTD	\$ 7,339,760	\$ 6,103,840	REAL	

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

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

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

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

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CONSENT AGENDA

9/20/2021

TOPIC: Consider Approval of Irving ISD Partial Tax Rolls for 2021

SUBMITTED BY: Cher Elzy

BACKGROUND: Under Section 26.09 of the Texas Property Tax Code upon receipt of the notice of the tax rate for the current year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each of the property included on the appraisal roll for that unit.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the approval of the partial tax roll of \$16,326,839,855 producing a levy of \$191,766,083 based on the district's \$1.2077 tax rate.

RECOMMENDED BOARD MOTION: I move the Board approve the partial tax roll of \$16,326,839,855 producing a levy of \$191,766,083 based on the district's \$1.2077 tax rate.

Attachments:

1. 2021 Tax Roll Summary
2. Copy of Section 26.09 of the Texas Property Tax Code

Tax Collection System - IRVING ISD
 Certified Roll Jurisdiction Summary
 Processing For Tax Year: 2021 County Code: 57 Tax Unit: ALL

Request Seq.: 3811401 CAD Seq.: 613075

Jurisdiction: 1 IRVING ISD

Total Parcels:	47,560	Tax Rate:	1.2077000		
Market Value:	19,635,677,880	State Hom:	25,000	Opt Hom:	0.0000000
		State O65:	10,000	Opt O65:	0
		Disabled:	10,000	Opt Disabled:	0
AG Exclusion Count:	32	AG Exclusion Amt:	5,980,319		
Timber Exclusion Count:	0	Timber Exclusion Amt:	0		
HS Capped Count:	12,218	HS Capped Amt:	340,877,913		
Assessed Value:	19,288,819,648				
Exempt Count/Amt:	1,683	2,309,706,390	100% Exempt Vet Count/Amt:	121	23,028,002
Prorated Count/Amt:	3	1,040,480	Hb366 Count/Amt:	305	86,460
State Disaster Count/Amt:	20	1,767,114	Pollution Control Count/Amt:	30	3,042,439
State Homestead Count:	22,025	State Homestead Amt:	538,595,342		
Local Homestead Count:	0	Local Homestead Amt:	0		
State Over 65 Count:	7,232	State Over 65 Amt:	69,614,680		
Local Over 65 Count:	0	Local Over 65 Amt:	0		
Surviving Spouse Count:	651	Surviving Spouse Amt:	6,451,440		
State Disabled Count:	627	State Disabled Amt:	5,870,856		
Local Disabled Count:	0	Local Disabled Amt:	0		
Total VET Count:	276	Total VET Amt:	2,776,590		
Partial Exempt Values:	623,308,908				
Taxable Value:	16,326,839,855				
Total Levy Amt:	191,766,083.39				
Frozen Account Count:	8,474				
Frozen Homesite Value:	1,754,274,628				
Frozen Taxable Value:	1,451,724,290				
Unfrozen Levy Amt:	17,532,474.71				
Frozen Levy Amt:	12,119,307.71				
Frozen Levy Loss Amt:	5,413,167.00				
Total Non-Exempt Parcel Count:	45,877				

Section 26.09. Calculation of Tax.

- (a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.
- (b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.
- (c) The tax is calculated by:
 - (1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;
 - (2) multiplying the net appraised value by the assessment ratio to determine assessed value;
 - (3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and
 - (4) multiplying the taxable value by the tax rate.
- (d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, he shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. Except as provided by Subsection (d-1). The amount of back taxes due incurs interest calculated at the rate provided by Section 33.01(c) from the date the tax would have become delinquent had the tax been imposed in the proper year.

(d-1) For purposes of this section, an appraisal district has constructive notice of the presence of an improvement if a building permit for the improvement has been issued by an appropriate governmental entity. Back taxes assessed under Subsection (d) on an improvement to real property do not incur interest if:

 - (1) the land on which the improvement is located did not escape taxation in the year in which the improvement escaped taxation;
 - (2) the appraisal district had actual or constructive notice of the presence of the improvement in the year in which the improvement escaped taxation; and
 - (3) the property owner pays all back taxes due on the improvement not later than the 120th day after the date the tax bill for the back taxes on the improvement is sent.

(d-2) For purposes of Subsection (d-1)(3), if an appeal under Chapter 41A or 42 relating to the taxes imposed on the omitted improvement is pending on the date prescribed by that subdivision, the property owner is considered to have paid the back taxes due by that date if the property owner pays the amount of taxes required by Section 41A.10 or 42.08, as applicable.

- (e) **The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.**

CONSENT AGENDA ITEM
09/20/2021

TOPIC: Consider Approval of Class Size Waiver Requests for the 2021-2022 School Year

SUBMITTED BY: Jorge Acosta - Executive Director of Human Resources, Katie Gilleland - Director of Human Resources (West), Nika Brunk - Director of Human Resources (East)

BACKGROUND: The Administration recommends that the Board approve a class size waiver request for the 2021-2022 school year, in accordance with the provisions of Texas Education Code, Section 25.112.

Each school district in Texas is required to conduct a class size enrollment survey for prekindergarten through grade four each year. If the survey indicates that any class for grades prekindergarten through four exceeds the allowable class size limit of 22:1, the district must apply for waivers for the classes over the class size limit. The usual reasons why districts request a class size waiver are shortage of facilities, shortage of teachers, unanticipated growth and financial hardship. The main reason we are requesting waivers this year is due to the shortage of highly qualified teachers due to increased resignation rates attributed to COVID-19 related concerns. The secondary reason is due to a shortage of facilities in relation to room space, specifically at two elementary campuses.

The class size survey for 2021-2022 school year was conducted on September 15, 2021 and updated September 20, 2021. It will continue to be monitored throughout the school year. Based on the most updated numbers, we have 18 classes at the 7 schools reflected on the attachment exceeding the 22:1 limit.

Therefore, a waiver request application form has been prepared to submit electronically to TEA.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends Board approval of the class size waiver request for the 2021-2022 school year revised as of September 20, 2021.

RECOMMENDED BOARD MOTION: I move the Board approve the recommendation to approve the class size waiver requests for the 2021-2022 school year..

Additional Agenda Sheets Attached: Yes

Attachment:

1. Irving ISD Class Size Waivers - 2021-2022 School year - Updated Sept. 20, 2021

Campus	Projected	Actual	Difference	Monolingual PreK	Bilingual PreK	Monolingual K	Bilingual K	Monolingual 1st	Bilingual 1st	Monolingual 2nd	Bilingual 2nd	Monolingual 3rd	Bilingual 3rd	Monolingual 4th	Bilingual 4th	Total
Barton	818	856	38				23, 23									2
Brandenburg	848	877	29													0
Britain	571	575	4								23, 23		24, 24			4
Brown	676	670	-6		23											1
Davis	812	817	5													0
Elliott	528	554	26											24		1
Farine	839	852	13				23, 24, 24	23, 23, 24								6
Gilbert	737	683	-54													0
Good	707	698	-9													0
Hanes	660	635	-25													0
J. Haley	750	714	-36													0
Johnston	740	801	61													0
Keyes	695	657	-38													0
Lee	698	688	-10													0
Lively	759	745	-14													0
Schulze	637	635	-2												24, 23	2
Stipes	593	594	1													0
T. Haley	790	810	20													90
Townley	671	659	-12													0
Townsell	837	809	-28											23, 23		2
TOTAL	14366	14329	-37													18

Numbers denoted reflect all classrooms over the TEA 22 recommended student limit.

Number of Students Per Class	Number of Classes	Number of Students Overcapped
23	11	(1 over cap)
24	7	(2 over cap)
25	0	(3 over cap)

**IRVING ISD - CLASS SIZE WAIVERS
UPDATED NUMBERS
2021-2022**

**Class Size Waivers
Updated September 20, 2021
2021-2022 School Year**

CONSENT AGENDA ITEM

09/20/2021

TOPIC: Consider Approval to Amend the Daily Rate of the Guest Educator Nurse listed in the 2021-2022 Salary Schedule.

SUBMITTED BY: M. Webb and J.C. Martinez.

BACKGROUND: Based on information gathered while surveying surrounding districts, the Administration discovered that the current rate being offered is lower than the average daily rate of other districts.

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve the amendment of the daily rate for the substitute nurses from \$130.00 to \$200.00.

RECOMMENDED BOARD MOTION: I move for the approval of an amendment to the rate listed in the 2021-2022 Salary Schedule.

Additional Agenda Sheets Attached: Yes

Attachment:

1. Employee Services/Human Resources Recommendation dated September 08, 2021

DATE: September 08, 2021

TO: IISD School Board
Magda Hernandez, Superintendent of Schools

FROM: Meritza Webb, Executive Director of Employee Services & HRIS

THROUGH: Juan Carlos Martinez, Deputy Superintendent of School Operations

SUBJECT: **Recommendation to Amend the Guest Educator – Registered Nurse Pay Rate**

Human Resources is recommending an amendment to the Guest Educator – Registered Nurse rate, increasing the daily rate to remain competitive with the industry average in the DFW metroplex.

Irving ISD is experiencing a shortage of substitute nurses. Currently, we offer a daily rate of \$130.00. After researching close to twenty districts, we found that our offering is significantly lower than the average of surrounding areas.

Recommended Rate Increase:

Human Resources recommends an increase of the daily rate to \$200.00 for substitute registered nurses. If approved, we would like to implement the increase effective immediately to assist with our recruiting efforts.

ACTION ITEM
9/20/2021

TOPIC: Consider Approval of District Improvement Committee Membership 2021-2022

SUBMITTED BY: Ahna Gomez, Executive Director of Secondary Schools

BACKGROUND: The primary role of the District Improvement Committee is to advise the Superintendent and staff in the planning, operating, supervising, and evaluating of the District’s Educational program. Nominations for the vacancies on the District Improvement Committee were open to the public, school staff and the Board of Trustees.

The membership of the committee includes ten parents, four community members and four business representatives. Listed below are the vacancies in each group.

- One Business Representative
- Six Parent Representatives
- Four Community Representatives

The eleven appointed members will serve a two-year term on the District Improvement Committee.

ADMINISTRATIVE RECOMMENDATION: The administration recommends the approval of the Board Appointments to the District Improvement Committee according to the attachment entitled “District Improvement Committee Nominations 2021-2022”.

RECOMMENDED BOARD MOTION: I move the Board of Trustees approves the Board Appointments to the District Improvement Committee according to the attachment entitled “District Improvement Committee Nominations 2021-2022”.

Additional Agenda Sheets Attached: Yes No

District Improvement Committee Nominations 2021-2022			
Vacancies: 1 Business Representative, 4 Community Representatives, 6 Parent Representatives			
DIC Position	Name of Nominee	Place of Business or Campus Where Children Attend	Name of Person Nominating
Business Representative	Sharon Barbosa Crain		A.D. Jenkins
Community Representative	Patty Caperton		Rosemary Robbins
Community Representative	Kyle Backus		Michael Kelley
Community Representative	Kay Branche		Randy Randle
Community Representative	Rahela Mallick		Nuzhat Hye
Parent Representative	Jesse Frenzel		Nuzhat Hye
Parent Representative	Jennifer Cimaglia		Randy Randle
Parent Representative	Wesley Cravey		Randy Randle
Parent Representative	Reagan Reynold		Randy Randle
Parent Representative	Ignacio Joseph Beltran		Randy Randle
Parent Representative	Jared West		Randy Randle

CONSENT AGENDA ITEM

9/20/2021

TOPIC: Consider approval to submit a Remote Homebound Instruction Waiver for Special Education and General Education (GEH) students to the Texas Education Agency for the 2021-2022 school year.

SUBMITTED BY: Dr. Michelle Edwards-Scott, Director of Special Education, Dr. Shannon Cole, Director of Special Education, and Sofia Galvan, Director of At-Risk & Responsive Services

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

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

The ARD Committee must have documented that determination in the student's IEP;

All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher.

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

ADMINISTRATIVE RECOMMENDATION: Administration recommends the Board approve request to submit a Remote Homebound Instruction Waiver for the 2021-2022 School Year due to the needs of a student in the district. Administration further recommends that the Board grants the Superintendent the authority to approve Remote Homebound Instruction for any additional students that qualify for Remote Homebound Instruction in the future.

RECOMMENDED BOARD MOTION: I move that the Board approve Administration's request to submit a Remote Homebound Instruction Waiver for the 2021-2022 School Year.

Additional Agenda Sheets Attached: Yes No



CONSENT AGENDA ITEM

TOPIC: Consider Approval of Submission to the Texas Education Agency of a Request for a Waiver to use an Alternate 7th grade Reading Instrument.

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

BACKGROUND: Pursuant to instructions in an FAQ document released by the Texas Education Agency on August 26, 2021. TEC, §28.006(c-1) requires each school district to administer at the beginning of the seventh grade a reading instrument adopted by the commissioner to each student whose performance on the grade 6 STAAR reading assessment did not demonstrate reading proficiency. The commissioner has adopted the following: • Istation's Indicators of Progress, Advanced Reading (ISIP-AR) • Reading Analysis and Prescription System (RAPS 360) • Texas Middle School Fluency Assessment (TMFSA) • Woodcock Johnson III Diagnostic Reading Battery (WJ III DRB) LEAs are required to use one of these reading diagnostic instruments. Districts may request a waiver in order to use another instrument approved by a local district board of trustees in order to best meet student needs in the 2021-2022 school year only.

For the beginning of the year screener, Irving ISD will use NWEA MAP Growth and Fluency assessments.

ADMINISTRATIVE RECOMMENDATION: Administration recommends the Board approve the Administration's request to submit a waiver to use an alternate 7th grade reading instrument for the 2021-2022 school year to the Texas Education Agency.

RECOMMENDED BOARD MOTION: I move that the Board approve the Administration's request to submit a waiver to use an alternate 7th grade reading instrument for the 2021-2022 school year to the Texas Education Agency.

Additional Agenda Sheets Attached: Yes No

ACTION ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022-01 Approving the Master Interlocal Agreement (MIA) between the Irving Independent School District (Irving ISD) and Region 11 Education Service Center (ESC 11).

SUBMITTED BY: Jerome Pilgrim

BACKGROUND: The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local government entities, including school districts, to agree with other local government entities for form cooperative alliances and to facilitate compliance with state procurement requirements.

Approval of this Agreement shall: (1) Allow Irving ISD to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11 contracts and bid awards; and (2) Allow Irving ISD to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized competitive procurement methods (RFPs). This Agreement is effective from the date of approval and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.

FUNDING SOURCE: Various Funds (Local and Federal)

COSTS: No fees are associated with this Interlocal Agreement

ADMINISTRATIVE RECOMMENDATION: The Administration recommends Approval of the Master Interlocal Agreement (MIA) between the Irving Independent School District (Irving ISD) and Region 11 Education Service Center (ESC 11).

RECOMMENDED BOARD ACTION: I Move the Board Approve the Master Interlocal Agreement between Irving ISD and Region 11 Education Service Center (ESC 11).

Additional Agenda Sheets Attached: Yes No


AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022-01 Approving the Master Interlocal Agreement (MIA) between the Irving Independent School District (Irving ISD) and Region 11 (ESC 11).

Item No.	2022-01
Recommended Vendor(s)	Region 11
Contract Type (e.g. Co-op, RFP)	Master Interlocal Agreement
Contract Term or One Time Purchase	This Agreement shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

Attachments:

1. Master Interlocal Agreement



Master Interlocal Agreement (MIA)

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and Irving Independent School District (IISD) (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, the governing bodies of the Parties, individually and together , do hereby adopt and find the foregoing promises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Local Government

Irving ISD

Name of Local Government

2621 Airport Fwy, Irving, TX 75062

Address of Local Government

972-600-5440

Contact Name and Telephone Number

Board President or Authorized Rep. Signature /Date

9/20/2021

Board Approval Date (if applicable)

ESC Region 11

1451 S. Cherry Lane
White Settlement, Texas 76108
Attn: Purchasing

Authorized ESC Representative Signature

Date

Authorized ESC Representative Title

CONSENT AGENDA ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022- 02 Approving the Renewal of Request of Proposal (RFP) #21-02-859 for K-12 Instructional Software and Learning Management Tools and Delegate the authority to the Superintendent or her Designee to Award, Negotiate and Approve Contract(s) as necessary.

SUBMITTED BY: Patricia Alvarado and Jerome Pilgrim

BACKGROUND: On September 28, 2020, the Board approved the award of RFP #21-02-859, for the Purchase of K-12 Instructional Software and Management Tools. Multiple vendors were approved for a variety of instructional software and instructional tools. Purchases against this award will be made on an as needed basis and licenses and associated contracts will be reviewed internally by the Technology and Digital Instructional Team prior to any purchase. Products include but instructional software, web-based software, digital subscriptions in the areas of curriculum and instruction, world languages, fine arts, and specialized learning. Refer to Exhibit "A" for the list of recommended vendors. This award renewal is part of the process ensuring compliance with federal procurement guidelines. The award is not an exclusive award as the district reserves right to procure similar products from other from other vendors using appropriate procurement methods. This is the first of three (3) annual renewal options, with the option to extend for two (2) additional twelve-month periods.

FUNDING SOURCE: Various Funds: Local and Federal

COSTS: Estimated \$6,000,000 annually

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board approve the renewal of award of RFP #21-02-859 for the Purchase of K-12 Instructional Software and Learning Management Tools and Delegate Authority to Award, Negotiate and Approve Contract(s) as necessary. This will be the first of three (3) renewal options.

RECOMMENDED BOARD ACTION: I move the Board to Approve the Renewal of Award of RFP #21-02-859 for the purchase of K-12 Instructional Software and Learning Management Tools and Delegate the authority to the Superintendent or her designee to Award, Negotiate, and Approve contracts as necessary.

Additional Agenda Sheets Attached: Yes No


AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022- 02 Approving the Renewal of Request of Proposal (RFP) #21-02-859 for K-12 Instructional Software and Learning Management Tools and Delegate the authority to the Superintendent or her Designee to Award, Negotiate and Approve Contract(s) as necessary.

Item No.	2022-02
Recommended Vendor(s)	Refer To Exhibit A
Contract Type (e.g. Co-op, RFP)	Request for Proposal #21-02-859
Contract Term or One Time Purchase	First of three (3) renewal options, with the option to renew for two additional twelve-month terms.
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

ATTACHMENTS:

1. Patricia Alvarado Memo dated 9/3/2021
2. Jerome Pilgrim Memo dated 9/7/2021
3. Exhibit A – Recommended Vendors



PATRICIA ALVARADO
Digital Learning and Learning Resources

MAGDA HERNANDEZ
Superintendent of Schools

To: Jerome Pilgrim, Director of Purchasing
From: Patricia Alvarado, Director of Digital Learning and Learning Resources
Date: 09/03/2021
Subject: RFP Renewal #21-02-859 Instructional Software and Learning Management Tools

Please consider renewal of RFP #21-02-859 Instructional Software and Learning Management Tools. This renewal RFP for software products includes but is not limited to instructional software, web-based software, digital subscriptions in the areas of curriculum and instruction, world languages, fine arts, and specialized learning. This renewal RFP also includes management tools, technology applications, software support and assessments in all areas of teaching and learning.

Last year, the district received thirty-nine (39) proposals from vendors offering multiple digital solutions and software programs. Content area committees evaluated the vendors and their digital services and 39 of the proposals met the minimum requirements to provide us with instructional software and learning management tools upon request.

It is anticipated that the district will not exceed \$6,000,000 annually in total for software materials through these vendors during the upcoming school year. Attached is a list of vendors that will provide tools, materials, programs, and services in accordance with the specifications, scope, pricing and terms of the award.



**PURCHASING DEPARTMENT
RENEWAL RECOMMENDATION**

Date: September 7, 2021

TO: Board of Trustees
Magda Hernandez, Superintendent of Schools

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

SUBJECT: **Renewal Recommendation for Request for Proposals (RFP) #21-02-859 K-12 Instructional Software and Learning Management Tools.**

On September 28, 2020, the Irving ISD Board approved the award of Request for Proposal (RFP) #21-02-859, for K-12 Instructional Software and Learning Management Tools to multiple vendors.

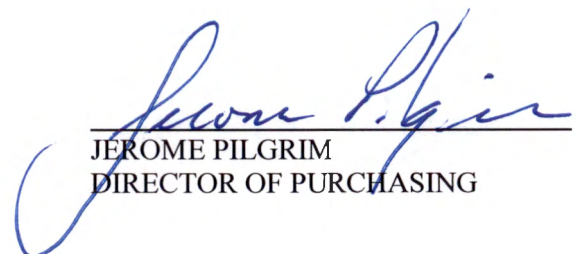
This will be the first of three (3) annual renewal options. This is.

Exhibit A includes a list of the vendors awarded. The vendors are utilized on an as needed basis and are not exclusive. Irving ISD reserves the right to procure from other vendors when appropriate utilizing appropriate procurement methods. Price quotes will be solicited at the time of purchase from groups of vendors that offer similar or equivalent products.

The estimated amount to obtain these products and services is \$6,000,000 for the 2021-2022 school year. Purchasing concurs with the recommendation from Patricia Alvarado to renew this award.

Refer to Exhibit A for the list of recommended vendors.

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

RFP #21-02-859
Exhibit "A" - Recommended Vendors
K-12 Instructional Software and Learning Management Tools

321 Insight
Achieve 3000
ACT, Inc.
Amplify Education, Inc.
APEX Learning, Inc.
BrainPOP
Capstone (Coughlan Companies, Inc.)
CEV Multimedia, Ltd.
EBSCO Industries, Inc.
Edgenuity Inc.
Education Galaxy LLC
Education Shed
Eduphoria! Inc
ExploreLearning, Inc. (Lazel, Inc.)
GoGuardian (Liminex, Inc.)
GraceNotes, LLC
Houghton Mifflin Harcourt Publishing Co.
Infobase Learning, Films Media Group, World Almanac, Learn 360 (Facts on File, Inc.)
Kuder
Learning A-Z (Lazel, Inc.)
Learning Without Tears (No Tears Learning, Inc.)
Lexia Learning Systems LLC
LiveSchool, Inc.
Lucidchart
McGraw Hill
Mentoring Minds
MindPlay
Monarch Teaching Technologies, Inc.
Multimedia Solutions, Inc.
Nearpod Inc.
Nepris Inc.
Peekapak Inc.
Performance Scoring
Piraino Consulting
Renaissance Learning, Inc.
Scholastic Inc.
Snappet Inc.
Social Studies School Service
Super Dupe Publications (Super Duper Inc.)

CONSENT AGENDA ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022-03 Approving the Renewal of Award for Request for Proposal (RFP) #18-16-861 for Network Infrastructure Cabling Services

SUBMITTED BY: Alvin McQuarters and Jerome Pilgrim

BACKGROUND: On December 11, 2017, the Board of Trustees approved the award of Request for Proposal (RFP) #18-16-861 for Network Infrastructure Cabling Services. Three (3) vendors were selected to provide these services as follows: Superior Fiber and Data (primary vendor), Southwest Networks (secondary vendor), and Sharp Business Systems (tertiary vendor). Services provided through this award include supplying, installing, configuring, labeling, and testing all network cabling and ensuring compliance with all applicable state and local municipal codes. These services will be used to facilitate network cabling for moves, adds, changes, and new construction. This will be the fifth and final year of this award and a new RFP will be issued in FY 22.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated \$500,000

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #18-16-861 for Network Infrastructure Cabling Services for the fifth and final year.

RECOMMENDED BOARD ACTION: I move the Board Approve the Renewal of Award for RFP #18-16-861 for Network Infrastructure Cabling Services for the fifth and final year.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022-03 Approving the Renewal of Award of Request for Proposal (RFP) #18-16-861 for Network Infrastructure Cabling Services

Item No.	2022-03
Recommended Vendor(s)	Superior Fiber and Data Services, Southwest Networks, Inc. Sharp Business Systems
Contract Type (e.g. Co-op, RFP)	RFP #18-16-861
Contract Term or One Time Purchase	This is the fifth and final renewal option
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Alvin McQuarters dated September 13, 2021
2. Memo from Jerome Pilgrim dated September 13, 2021

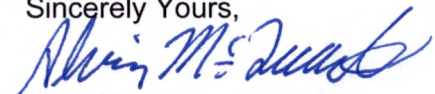
MEMO

DATE: September 13, 2021
TO: Jerome Pilgrim, Director of Purchasing
FROM: Alvin McQuarters, Chief of Technology, and Innovation
Audelia Guerrero, Network Manager
CC: Magda Hernandez, Superintendent
RE: Consider Renewal of Award to Superior Fiber & Data, Southwest Networks, and Sharp Business Systems for Irving ISD's Network Cabling Solution (RFP #18-16-861)

We are **requesting the Irving ISD Board of Trustees to approve the renewal of award to Superior Fiber and Data Services (Superior), Southwest Networks, Inc. (Southwest), and Sharp Business Systems (Sharp)** to provide cabling services to the District. The original agreement signed in January of 2018 was for 2 years with 3 optional 1-year extensions. This will be the final extension. This award provides the District with primary, secondary, and tertiary options for ensuring that the District's cabling needs are addressed with the highest level of quality and in a timely and cost-effective manner.

The **selection** of these vendors **ensures district-wide consistency, reliability, and robustness in Irving ISD's Network Infrastructure**. These vendors will be used for both **new construction and "Moves, Adds, and Changes"** (i.e. MAC's) at existing campuses.

Sincerely Yours,



Alvin McQuarters, Sr.



PURCHASING DEPARTMENT

PURCHASING AWARD RECOMMENDATION

Date: September 13, 2021

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

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: Recommendation for Renewal of Award for RFP #18-16-861 for Network Infrastructure Cabling Services

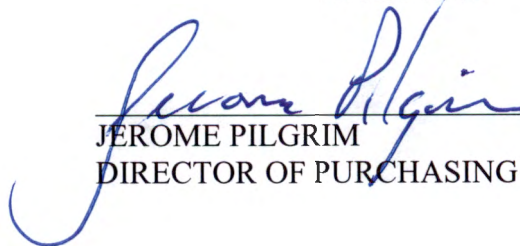
Purchasing concurs with the recommendation from the Technology Department to renew the award of RFP #18-16-861 for Network Infrastructure Cabling Services, in the estimated amount \$500,000 annually.

On December 11, 2017, the Board of Trustees approved the award to three (3) vendors to provide these services as follows: Superior Fiber and Data (primary vendor). Southwest Networks (secondary vendor), and Sharp Business Systems (tertiary vendor).

The awarded vendors awarded are responsible for supplying, installing, configuring, labeling, and testing all wiring in accordance with the specifications and with all applicable state and local municipal codes. The continued use of these vendors will ensure consistency, reliability, and robustness of Irving ISD's network infrastructure. These services are used to facilitate network cabling for moves, adds, changes, and new construction.

This will be the fifth and final year of this award, and a new RFP will be issued in FY 22.

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022-04 Approving the Renewal of Award of Request for Competitive Sealed Proposals (RFCSP) #17-35-914 for Job Order Contracting Services with Various Firms

SUBMITTED BY: Jim Scrivner and Jerome Pilgrim

BACKGROUND: On March 28, 2017, pursuant to Request for Proposal (RFP) #17-35-914, the Irving ISD Board of Trustees approved seven (7) contractors for Job Order Contracting Services. The award was for two (2) years with the district's option to renew for three additional one-year periods Fiscal year 2022. This award provides the Facility and Maintenance Services Department with qualified construction firms to perform as needed minor construction, repair, rehabilitation, or alteration of a facility, mechanical work, electrical work, minor general construction work, Americans with disabilities Act or Texas Architectural Barriers alterations, site work, landscaping, or other facilities and grounds related work. This will be the final year of this award and a new RFCSP will be issued in FY 22.

Depending on the complexities and circumstances of certain large projects normally exceeding \$100,000, the District may seek competition among the approved JOC Contractors. However, the District reserves the right at any time to waive this process and contact one of the awarded contractors directly for any JOC work needed as part of this Agreement. The Board shall approve each job, task, or purchase order that exceeds \$500,000. Gov't Code 2269.403.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated \$1,000,000 for as needed projects

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of (RFCSP) #17-35-914 for Job Order Services for the final year

RECOMMENDED BOARD ACTION: I move the Board Approve the Renewal of Award for (RFCSP) #17-35-914 for Job Order Services for the final year.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022-04 Approving the Renewal of Award of Request for Competitive Sealed Proposal (RFCSP) #17-35-914 for Job Order Services with Various Firms

Item No.	2022-04
Recommended Vendor(s)	MART, Inc., The Trevino Group, LLC., Phillips May Corporation, SDB Contracting Services, Metco Engineering, Lemco Construction Services, Basecom Construction Services
Contract Type (e.g. Co-op, RFP)	(RFCSP) #17-35-914
Contract Term or One Time Purchase	This is the final renewal option
Sole Source Vendor & Documentation	N/A
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


 JEROME PILGRIM
 DIRECTOR OF PURCHASING

Attachments:

1. Memo from Jim Scrivner dated September 13, 2021
2. Memo from Jerome Pilgrim dated September 13, 2021

MEMO

DATE: September 13, 2021

TO: Jerome Pilgrim
Director of Purchasing

FROM: Jim Scrivner
Executive Director of Facilities and School Support Services

CC: Magda Hernandez
Superintendent of Schools

RE: Renewal Recommendation for RFP 17-35-914 for Job Order Contracting Service.

We are requesting the Irving ISD Board of Trustees to approve the renewal of award of RFP 17-35-914 for Job Order Contracting Service, to the firms listed below, in the estimated amount of \$1,000,000 annually.

Job Order Contracting will allow Facilities Services to engage a single contractor to perform multiple types of jobs within a small project. With an emphasis on partnering and teamwork between owners and contractors, JOC reduces unnecessary levels of engineering, design, and contract procurement time along with construction project procurement costs by awarding long-term contracts for a wide variety of renovation, repair and construction projects.

The companies have performed satisfactorily and in accordance with the scope of services.

Company Approved
Mart, Inc.
Phillips May Corporation
The Trevino Group
SDB Contracting Services
Metco Engineering
Lemco Construction Services
Basecom Construction Services


JIM SCRIVNER



PURCHASING DEPARTMENT
PURCHASING AWARD RECOMMENDATION

Date: September 13, 2021
TO: Board of Trustees, Magda Hernandez, Superintendent of Schools
FROM: Jerome Pilgrim, Director of Purchasing, Irving Independent School District
SUBJECT: Renewal of RFCSP 17-35-914 for Job Order Contracting Service

In April of 2017 the Board approved the award of Request for competitive Sealed Proposals (RFCSP) #17-35-914 for Job Order Contracting to seven (7) firms named below:

Table with 2 columns and 4 rows listing vendors: Mart, Inc., Phillips May Corporation, The Trevino Group, SDB Contracting Services, Metco Engineering, Lemco Construction Services, Basecom Construction Services.

The award was for two (2) years, with the option to renew annually for three (3) additional one-year terms through FY 2022.

Scope of Work

Work under this Agreement will be per individual Job Order (Assignment of Work). Work will include, but is not limited to, minor construction, repair, rehabilitation, or alteration of a facility. This work may be mechanical, electrical, minor general construction, Americans with disabilities Act or Texas Architectural Barriers alterations, site work and landscaping, or other per the listed guides.

Approval of award for these services will allow Irving ISD to establish approved Job Order Contract (JOC) firms to perform as needed facility services, pursuant to Section 2269, Texas Government Code. Purchasing therefore concur with the recommendation to renew the award.

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

Handwritten signature of Jerome Pilgrim over a line, with printed name and title: JEROME PILGRIM, DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022-05 Approving the Renewal of Award for Request for Proposal (RFP) #18-07-914B for the Purchase of Concrete Patching, Paving and Curbs

SUBMITTED BY: Jim Scrivner and Jerome Pilgrim

BACKGROUND: On December 11, 2017, the Board of Trustees approved the award of RFP #18-07-914B for Concrete Patching, Paving Curb Services. The term of Award was for one (1) year with the option to renew annually for four (4) twelve month periods. Multiple vendors were approved. The vendors awarded have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award. The scope of services performed by the awarded vendors include removal and/or repairs of concrete parking lots, sidewalks, drive approaches, medians, and barrier free sidewalk ramps. Work may also include paver repair and patching work. Purchases against this award are on an as needed basis. This is not an exclusive award as the District reserves the right to procure from other cooperative contract vendors when appropriate. The administration recommends approving the renewal for the final year of four (4) annual renewal options.

FUNDING SOURCE: Various Local Funds and Special Project Funds

COSTS: Estimated \$150,000.00

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal for Award of RFP #18-07-914B for Concrete Patching, Paving and Curbs. This is the final year of four (4) annual renewal options.

RECOMMENDED BOARD ACTION: I move that the Board Approve the Renewal of Award for RFP #18-07-914B for Concrete Patching, Paving and Curbs Services, for the final year of four (4) annual renewal options.

Additional Agenda Sheets Attached: Yes No

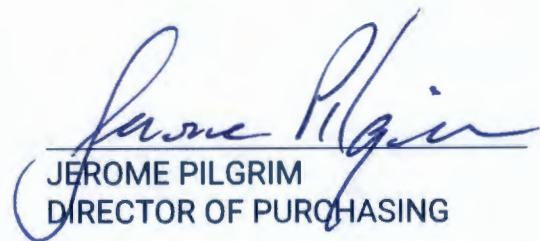
AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022-05 Approving the Renewal of Award for Request for Proposal (RFP) #18-07-914B for the Purchase of Concrete Patching, Paving and Curbs

Item No.	2022-05
Recommended Vendor(s)	Precision Concrete Cutting of Oklahoma Construction Companies Group, LLC
Contract Type (e.g. Co-op, RFP)	RFP #18-04-914B
Contract Term or One Time Purchase	This is the final of four (4) annual renewal options
Sole Source Vendor & Documentation	NA
Vendor is at least 51% woman or minority business	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Todd Lane dated September 13, 2021
2. Memo from Jerome Pilgrim dated September 13, 2021



MEMO

DATE: September 13, 2021

TO: Jerome Pilgrim
Director of Purchasing

FROM: Todd Lane
Grounds & Environmental Quality Manager

CC: Jim Scrivner
Executive Director of Facilities & School Support Services

Sammy Andrews
Assistant Director of Facilities & School Support Services

RE: Consider Approval of Renewal of Request for RFP # 18-07-914B for Concrete Patching, Paving, and Curbs

Facilities requests the Irving ISD Board of Trustees to approve the renewal of RFP #18-07-9147B for Paving and Curbs to the awarded vendors. The Facilities Department is satisfied with the past performance of the vendors awarded under this RFP.

Vendors Awarded:

1. Construction Companies Group, LLC
2. Precision Concrete Cutting of Oklahoma

COSTS: Estimated \$150,000.00

Sources of Funding: Local and Special Project Funds

PURCHASING RENEWAL RECOMMENDATION

Date: September 13, 2021

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

FROM: Jerome Pilgrim, Director of Purchasing

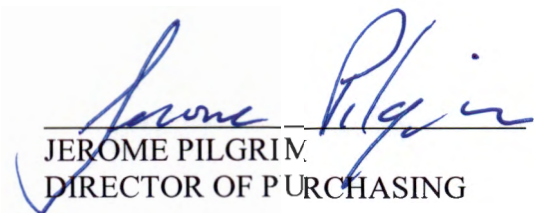
SUBJECT: **Recommendation: Renewal of Award for Request for Proposal (RFP) #18-07-914B for Concrete Patching, Paving, and Curbs**

On December 11, 2017 the Board approved the Award of **Request for Proposal (RFP) #18-07-914B for Concrete Patching, Paving, and Curbs**. The term of Award was for one (1) year with the option to renew annually for four (4) twelve month periods through December 2022. Two vendors were approved, Construction Companies Group of Dallas, Texas and Precision Concrete Cutting of Oklahoma. Per the Facilities and Maintenance Departments, these vendors have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award.

Purchasing concurs with the recommendation from Facilities to renew this award.

This is not an exclusive award as the district reserves the right to procure from other cooperative contract vendors when appropriate.

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM – BIDS
9/20/2021

TOPIC: Consider Approval of Item No. 2022-06 Approving the Renewal of Award for Request for Proposal (RFP) #19-05-914 for Exterior/Interior Door Supplies and Repair

SUBMITTED BY: Jim Scrivner and Jerome Pilgrim

BACKGROUND: On October 22, 2018, the Board of Trustees approve the award for Request for Proposal (RFP) #19-05-914 for Exterior/Interior Door Supplies and Repair Services. The initial approval was for one (1) year with the option to renew for up to five (5) additional one year periods. Multiple vendors were approved. The scope of services to be performed by the awarded vendors include removal and/or repairs of exterior and/or interior doors, door supplies and repairs of existing doors throughout the District. All services will be performed on an as needed basis, per request by Facility Services. The vendors awarded have provided satisfactory service and it is the recommendation of the Administration to exercise the option to renew for an additional year. This is the third of five (5) annual renewal options.

FUNDING SOURCE: Various Local Funds

COSTS: Estimated \$100,000

ADMINISTRATIVE RECOMMENDATION: The Administration recommends the Board Approve the Renewal of Award of RFP #19-05-914 for Exterior/Interior Door Supplies and Repairs to the recommended companies. This is the third of five (5) annual renewal options.

RECOMMENDED BOARD ACTION: I move the Board Approve the Renewal of Award for RFP #19-05-914 for Exterior/Interior Door Supplies and Repair Services to the recommended vendors. This is the third of five (5) annual renewal options.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Item No. 2022-06 Approving the Renewal of Award for Request for Proposal (RFP) #19-05-914 for Exterior/Interior Door Supplies and Repair Services

Item No.	2022-06
Recommended Vendor(s)	Daico Supply Company Ace Door & Hardware LLC
Contract Type (e.g. Co-op, RFP)	RFP #19-05-914
Contract Term or One Time Purchase	This is the third of five (5) Annual renewals
Sole Source Vendor & Documentation	Click here to enter text.
Vendor is at least 51% woman or minority business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Sammy Andrews dated September 13, 2021
2. Memo from Jerome Pilgrim dated September 13, 2021



Date: September 13, 2021
To: Jerome Pilgrim: Director of Purchasing
From: Sammy Andrews: Assistant Director of Facilities
CC: Jim Scrivner: Executive Director of Facilities
RE: Consider Renewal of Award of Request for RFP # 19-05-914 for Exterior/Interior Door Supplies.

The Maintenance Department is requesting the Irving ISD Board of Trustees approve the renewal of both ACE Door and Repair and Daico Supply Company to provide door supplies and services to Irving Independent School District.

The awarded vendors have provided satisfactory service and parts in accordance with specification, pricing, and terms.

Thank you,

A handwritten signature in blue ink that reads "Sammy Andrews". The signature is written over a horizontal line.

Sammy Andrews

Assistant Director of Facilities and School Support Services
Irving Independent School District.

PURCHASING AWARD RECOMMENDATION

Date: September 13, 2021

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

FROM: Jerome Pilgrim, Director of Purchasing

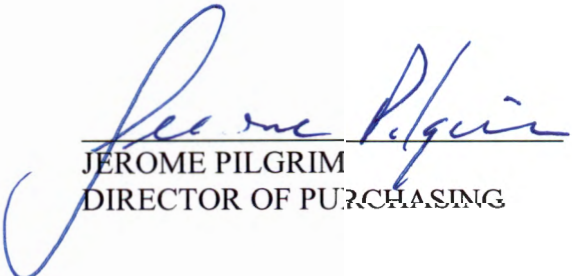
SUBJECT: **Recommendation: Approving Renewal of Award for RFP # 19-05-914 for Exterior/Interior Door Supplies and Repair Services**

On October 22, 2018, the Board of Trustees approved the award for Request for Proposal (RFP) #19-05-914 for Exterior/Interior Door Supplies and Repair Services. The vendors awarded have provided satisfactory service and products in accordance with the specifications, pricing and terms of the award. On October 20, 2020, the board approved the second renewal of this award. The awarded vendors include the following companies:

Ace Door & Hardware LLC & Daico Supply Company

Purchasing concurs with the recommendation from the Facilities Department to renew this award for an additional year. This is not an exclusive award as the district reserves the right to procure from other cooperative contract vendors when appropriate.

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


JEROME PILGRIM
DIRECTOR OF PURCHASING

CONSENT AGENDA ITEM

9/20/2021

TOPIC: Consider Approval of Alternate Approver for Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE)

SUBMITTED BY: Alvin McQuarters, Chief of Technology and Innovation

BACKGROUND: The Superintendent of Schools may delegate authority to approve staff requests for Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE) access to additional staff members with Board approval. It is usual for the District's PEIMS/TSDS Coordinator to be designated as an Alternate Approver. That position was recently filled by Ms. Deanna Terrell. For that reason, the Superintendent requests permission from the Board to designate Ms. Deanna Terrell, Director of Data Governance and Management Services, as an Alternate Approver for Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE) access requests beginning September 21, 2021.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that Ms. Deanna Terrell be authorized as an Alternate Approver of staff requests for access to Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE) beginning September 21, 2021.

RECOMMENDED BOARD MOTION: I move that Ms. Deanna Terrell be authorized as an Alternate Approver of staff requests for access to Texas Education Agency Login (TEAL) and Texas Education Agency Secure Environment (TEASE) beginning September 21, 2021.

Additional Agenda Sheets Attached: Yes No

CONSENT AGENDA ITEM
9/20/2021

TOPIC: Consider Approval of the MOU for Irving YMCA of Metropolitan Dallas Non-Childcare Facility Usage, Office Space and Storage Agreement

SUBMITTED BY: Andre Smith, Chief of Administrative Services

BACKGROUND: Irving ISD has partnered with the YMCA of Metropolitan Dallas for several years for after-school childcare programs at various campuses. We have collaborated with the YMCA to modify its existing after-school facilities usage agreement to provide safe, adequate, and affordable after-school programs at designated facilities within Irving ISD.

This memorandum of understanding does not include the after-school childcare program, only the use of facilities for other after-school programs, office space and storage for supplies. The locations for after-school facility usage, office space and storage are listed in the attached Agreement.

ADMINISTRATIVE RECOMMENDATION: The administration recommends the Approval of the MOU for Irving YMCA of Metropolitan Dallas Non-Childcare Facility Usage, Office Space and Storage Agreement.

RECOMMENDED BOARD MOTION: I move that the Board approve the MOU for the YMCA of Metropolitan Dallas Non-Childcare Facility Usage, Office Space and Storage Agreement.

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 9/20/2021

Topic: Consider Approval of the MOU for Irving YMCA Non-Childcare Facility Usage, Office Space and Storage Agreement

Attachments:

1. Memorandum of Understanding between Irving YMCA and Irving ISD Non-Childcare Facility Usage, Office Space and Storage Agreement

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: Facility Usage
Section 2: Office Space
Section 3: 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

Section One
Non-Childcare Facility Usage

This Non-Childcare Facility Usage Agreement (hereafter referred to as "Agreement") is entered into effective as of the 20th day of September 2021 by and between the Irving Independent School District (hereafter referred to as the "IISD") and 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 assisting with YMCA Community Programs and Services ("Services"), as more fully described in Section 1 below; and

WHEREAS, IISD desires YMCA to perform such Services 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 offer our Irving Community programming such as Basketball, Volleyball, Futsal, STEM, Youth and Government and other community-need-driven programming at designated facilities with predetermined YMCA/IISD agreed upon calendars after the needs of IISD are met.
- ii. YMCA's Programs will be determined seasonally, in accordance with IISD leadership.
- iii. The YMCA will staff, train and manage the Programs.
- iv. YMCA will not provide transportation to or from any programs.
- v. YMCA shall comply with all applicable YMCA/IISD safety measures and operational guidelines at IISD facilities.
- vi. 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.
- vii. COVID-19 Protocol:
 - a. There will be proper sanitation steps followed by staff.
 - b. Health and Safety requirements will be revisited at the start of each program to determine the most applicable policies to abide by.

2. Irving ISD Duties and responsibilities:

- i. IISD will provide the YMCA with access to, and use of, facilities and the Designated space(s) as indicated in Section One of this Agreement, in a manner reasonably sufficient to provide the facility usage and calendar determinations as described in this Agreement. The IISD shall maintain such facilities in a safe and usable condition.
- ii. IISD will provide YMCA facility usage and storage for programming such as Basketball, Volleyball, and Futsal at the following locations, dates and times after the needs of IISD are met:
 - a. Lady Bird Johnson Middle School, Bowie Middle School, and Houston Middle School as an alternate site.
Monday – Thursday from 6:00 PM – 9:00 PM
Saturday from 9:00 AM – 5 PM
- iii. IISD will provide YMCA facility usage for Summer Camp at the following location, date, and times:
 - a. Townley Elementary School
7:00 AM – 6 PM
Beginning the first Monday after the last day of the regular school year through the first Friday in August.
- iv. IISD will provide YMCA facility usage (2 classrooms) for programming such as STEM, Youth and Government at the following location after the needs of IISD are met:

- a. Bowie Middle School
- v. IISD will provide YMCA facility usage for other community-need-driven programming according to IISD Local Regulation (GKD).
- vi. The IISD will provide reasonable assistance to YMCA to promote availability of the Program Offerings to community and will allow distribution of YMCA marketing and recruitment materials approved by IISD.
- vii. IISD janitorial services will clean each space at the end of each day.
- viii. IISD will waive facility usage fees while the custodians are present, except for weekends.
- ix. Activities held on Saturday or Sunday and events that charge an admission fee shall be subject to fees for employee services.

Section Two
Office Space

This Office Space Agreement (hereafter referred to as "Agreement") is entered into effective as of the _____ day of _____ 2021 by and between the Irving Independent School District (hereafter referred to as the "IISD") and 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 assisting with YMCA Community Programs and Services ("Services"), as more fully described in Section 2 below; and

WHEREAS, IISD desires YMCA to perform such Services 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 and its employees shall comply with all applicable YMCA/IISD safety measures and operational guidelines at IISD facilities.
- ii. YMCA staff shall complete COVID-19 safety training by the YMCA and will be updated in accordance with the most up-to-date local, state, and federal guidelines as needed.
- iii. COVID-19 Protocol:
 - a. There will be proper sanitation steps followed by staff.
 - b. Health and Safety requirements will be revisited at the start of each program to determine the most applicable policies to abide by.

2. Irving ISD Duties and responsibilities:

- i. IISD will provide the YMCA with access to and use of one office space at the Irving ISD Food and Nutrition Annex or other agreed upon office space. The YMCA will utilize this space for Program Directors and supplies. The IISD shall maintain such facilities in a safe and usable condition. Designated office space could be reviewed every year based on IISD and YMCA need, with additional addendum
- ii. IISD janitorial services will clean each space at the end of each day
- iii. IISD will waive facility fees for the use of the office.

Section Three

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:

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.

- iii. Throughout the term of this Agreement, YMCA shall provide an updated certificate of insurance coverage upon
September 20,2021

expiration of the current certificate.

5. **Indemnification:**

- a. 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.
- b. 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.
- c. 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."

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

- a. 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 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.
- b. 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.

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

- a. 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.

8. **Attorney Fees:**

- a. 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.

9. **Assignment:**

- a. 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.

10. **Entire Agreement:**

- a. 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.

11. **Modification of Agreement:**

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

12. **Force Majeure:**

- a. 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.

13. **Governing Law:**

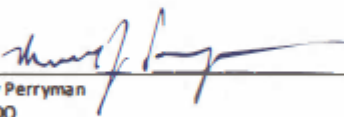
- a. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Texas.

14. **Severability:**

- a. 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.

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: 9/13/21

b) **Irving Independent School District:**

By: _____
 Randy Randle, President
 Board of Trustees, Irving ISD

Date: _____

 Pamela Campbell, Secretary
 Board of Trustees, Irving ISD

Date: _____

CONSENT AGENDA ITEM

9/20/2021

TOPIC: Consider Acceptance of the Amendment of the Contract Agreement Between Irving Independent School District and First Student, Inc.

SUBMITTED BY: Andre Smith, Chief of Administrative Services

BACKGROUND: As you know, Irving ISD has contracted with First Student, Inc. as its transportation provider. Due to the shortage of bus drivers and competition with surrounding school districts it continues to be a struggle to retain and recruit qualified bus drivers and monitors. In a joint effort to develop a strong and successful bus driver and monitor program we are recommending a 6 hour per day employee wage guarantee for bus drivers and monitors. We currently offer a 4-hour guarantee per our existing contract. First Student is also working to create an employee incentive program for all employees to accompany the 6-hour guarantee.

We believe the attached amendment to implement a minimum 6-hour guarantee would highly incentivize the current bus drivers and monitors to remain a part of the First Student / Irving ISD team and help in recruiting new qualified candidates as well.

Please note that this amendment does not require additional funding. We will work within the existing transportation budget to achieve this objective.

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

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

Additional Agenda Sheets Attached: Yes No

AGENDA SHEET

Meeting Date: 9/20/2021

Topic: Consider Acceptance of the Amendment of the Contract Agreement Between Irving Independent School District and First Student, Inc.

Attachments:

1. An Amended and Restated Agreement Irving Independent School District and First Student, Inc.
2. Second Amendment to the Amended and Restated Agreement Between Irving Independent School District and First Student, Inc.

**AN AMENDED AND RESTATED AGREEMENT TO PROVIDE
STUDENT TRANSPORTATION SERVICES BETWEEN
FIRST STUDENT AND
IRVING INDEPENDENT SCHOOL DISTRICT**

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

SECTION 1: TERM

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- 1.1 The term of this Amended Agreement shall commence August 1, 2018 and shall continue through July 31, 2023 ("Initial Term"). The Parties, by mutual written agreement may extend the agreement for an additional five-year term ("Renewal Term").

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the Bid Specifications and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: (1) Contractor's Proposal and (2) the Bid Specifications.
- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this RFP ("Schedule Readjustments"). However, where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District. If the parties are unable to reach agreement on adjusted rates, Contractor may terminate the contract with thirty (30) day notice to District.
- 2.3 In the event Contractor agrees to any Schedule Readjustments, Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no

liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes, while Contractor makes operational adjustments to meet School District requirements.

- 2.4 District represents, warrants and covenants that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and Charter Transportation at rates agreeable by the parties OR as set forth in Exhibit J. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.
- 2.5 District must notify Contractor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Contractor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. District must bill Contractor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular incident.

SECTION 3: COMPENSATION AND BILLING

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- 3.1 In consideration for services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A, as may be adjusted from time to time as provided herein.

Contractor will submit to District a monthly statement of its services rendered during the prior month. After verification of the statement, District shall pay the full amount due to Contractor on or before the 10th business day following the date on which the statement has been submitted.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 20 days following receipt of the invoice by District, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month or the maximum statutory amount, whichever is greater; and/or) terminate service under this Agreement until all amounts due have been paid in full. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

In the event that any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to Contractor within 5 days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement in the future. District shall pay all amounts not disputed to Contractor on or before the 10th business day following the date on which the statement has been submitted.

- 3.2 The parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportation services to the District. For purposes of this Agreement, variable cost is defined as cost associated with driver and monitor wages as

well as associated payroll taxes, and fixed cost include but are not limited to cost associated with overall management and administration, , shop equipment and supplies, maintenance labor, technology, insurance and other operations cost. Also, pricing encompasses profit that should be received by the Contractor for managing and operating the District's transportation services.

3.3 The parties also agree that the Contractor's bid model assumes that payment will not be interrupted in any manner over the agreed upon term and if said bid model is interrupted in any manner the parties shall renegotiate an equitable solution that supports the bid model. If the parties cannot agree on an equitable solution within five business days, the Contractor has the right to terminate for convenience immediately.

3.4 BLANK

SECTION 4: ESCALATION

4.1 District and Contractor recognize that certain of Contractor 's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.

4.2 In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in vehicles), changes in local, state or federal laws, regulations or specifications or recommendations to include enhanced safety protocols such as increased vehicle cleaning, health screenings, vehicle configuration/modification, PPE, increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs hereunder to increase at a disproportionate rate to existing rates, then the parties shall negotiate in good faith to seek an equitable rate adjustment. If the parties are unable to reach an agreement on an adjusted rate, Contractor may terminate the contract with thirty (30) day notice to District.

4.3 In the event of a driver shortage, Contractor shall be permitted to pass through the cost of incremental labor and travel and expense costs. A driver shortage shall mean less than 90% of the drivers needed meet the District's service requirements.

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SECTION 5: FUEL

5.1 The District shall provide all fuel.

SECTION 6: ROUTES AND SCHEDULES

6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map at a minimum of two (2) weeks before the first day of transportation of each school year.

A preliminary list of bus stops shall be determined by First Student and forwarded to the District no later than July 15th based on the information provided by the District and/or First Student's experience the prior contract year where applicable. The District shall provide all student data and other data needed for routing at least thirty (30) days prior to the due date of the preliminary list of bus stops and completed routes. All bus stops shall be approved by the District and the District reserves the right to modify the bus stops to meet the needs of the District.

Contractor shall structure all daily routes no later than two (2) weeks prior to the start of transportation for each school year.

Special Education Routes may change throughout the school year. Any new routes shall be implemented within three (3) business days of First Student receiving all necessary information from the District. Implementation may be delayed upon written agreement of District if First Student is required to hire additional staff and/or reassign staff in order to fulfill the transportation request. First Student shall notify the District no later than 24 hours prior to the deadline if unable to meet this deadline.

Contractor shall immediately notify the District's Director of Transportation any time a District bus is involved in an accident, regardless of whether Irving ISD students or employees are involved. A written incident report shall follow and be provided within twenty-four (24) hours of the accident. The incident report shall include the following minimum information: location of incident, police report number, whether any Irving ISD students or employees were involved and if so whom, the names of any other parties involved, the First Student driver's name, and the date and time of the incident.

First Student shall notify the District's Director of Transportation by email and phone and the affected school(s) by phone upon notice that a Route is operating late by fifteen (15) minutes or more, for any reason.

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First Student shall provide the District with a report not later than October 1 of each service year listing all Routes (General, Special Education, and McKinney Vento) operating under this Agreement. The report shall include the following information for each Route: campus served, mileage, ridership, description, and driver.

A bus is considered late if it arrives at a campus less than fifteen (15) minutes prior to the first bell or, for activity buses, requested arrival time. First Student will utilize the District owned and maintained GPS units on each bus to determine late, early, and on-time performance of the buses. By the 10th of each month, First Student shall provide District with a report identifying the late, early, and on-time rate for each bus during the preceding month or provide access to the GPS System (or it's replacement system) for live data.

First Student shall be in default of this agreement if ten percent (10%) or more of buses are late ten percent (10%) or more of the time for any given month determined in the aggregate. In other words, if buses A, B, and C are late more than ten percent for the month of October, but not for November. However, buses X, Y, and Z are late more than ten percent for the month of November, but not for October. For the purposes of this provision, First Student had three late buses in both October and November. This calculation will begin on or after October 1st. For the purposes of this provision, if the location is experiencing a driver shortage as defined herein, both parties will agree as to when the start date will commence. Further, before noticing First Student of a default under this provision, the District shall make a reasonable effort to meet with First Student to discuss and negotiate possible solutions.

- 6.2 District shall furnish Contractor with a list of student names and addresses not later than 30 days prior to the start of each school year or by the elapse of the student registration deadline, whichever is later, from which Contractor will construct a complete route map on or before

the first day of transportation each school year. Contractor shall use the route information provided by District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District. District shall inform parents and families of these times.

- 6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. District shall waive its right to assess any liquidated damage or penalty in accordance with Section 2.3. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop, or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

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SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, or his or her designated representative, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Contractor's gross negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees, or Contractor's good faith adherence to District's policies, procedures

or directives.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000 .00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business and at limits of not less than \$2,000,000.00.

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SECTION 10: FORCE MAJEURE

- 10.1 Force Majeure. The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to acts of God, forces of nature, acts of the Government in its sovereign (and not contractual) capacity, fires, floods, epidemics, pandemics, quarantine restrictions, mandated social distancing, public health emergencies, or unusually severe weather that forces road closures which make access to location and/or facility impossible. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable efforts to remove said causes and resume performance hereunder. However, if Irving ISD has submitted payment under the terms of this Agreement prior to full performance of this contract, and an event or circumstances described in this paragraph delays or prevents performance of this Agreement, Contractor will refund monies paid by Irving ISD not related to fixed costs if the parties cannot agree to resume performance of this Agreement at a mutually acceptable time and provided that such non-performance is not due to the fault of the non-performing party. If said force majeure act causes Irving ISD to reduce service by 5% or partially or fully suspend service for longer than ten school days and the Contractor is not getting paid its full compensation during said period, parties agree to participate in good faith negotiations based on the circumstances surrounding the interruption to determine an equitable solution to the payment and performance of parties. If parties are unable to reach an agreement under this section either party may terminate the contract immediately.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor the full daily rate per bus for days when District fails to notify Contractor by 5:00 a.m. of school cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 12.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

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SECTION 13: OPERATIONS PERSONNEL/DRIVERS

- 13.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service.
- 13.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 13.3 Driver Shortage: In the event of a driver shortage, Contractor shall inform District of such shortage and within ten (10) days of such notice the Parties shall meet to discuss and negotiate possible solutions. A driver shortage shall mean less than 90% of the drivers needed to meet the District's service requirements.
- 13.4 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion,

is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. Unless prohibited by law, District shall indemnify, defend, and hold Contractor harmless from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on the District's request.

13.5 Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:

13.5.1 Possess a valid license or permit issued by this State authorizing such person to operate a school bus.

13.5.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.

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13.5.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

13.5.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

13.5.5 Meet any other criteria required by law or by the District's policies, rules or regulations.

SECTION 14: TRAINING REQUIREMENTS

14.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

14.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

SECTION 15: EQUIPMENT

15.1 All buses will be supplied by the district.

SECTION 16: VIDEO RECORDING

16.1 First Student hereby acknowledges buses owned and provided by District are each equipped with multiple cameras which are owned and maintained by the District. Any resulting records are the sole property of Irving ISD and subject to state and federal laws governing public information and student privacy. In addition, First Student and District will develop and update as necessary guidelines and procedures for handling, reviewing, and disclosure of video tapes and the information they may contain. Any such guidelines and procedures shall adhere to state and federal laws regarding student education records and privacy considerations.

SECTION 17: DELIVERABLES/TRANSPARENCY

17.1 Contractor will provide District with Document Deliverables periodically and upon request: deliverables are defined as any documentation in reference to the day-to-day operations of the contractor; incident reports; personnel changes, repair requests, route changes and other documents required to identify operations within Contractor's control. Contract Document Deliverables are used to describe the quantifiable goods or services that must be provided during and upon the completion of this agreement. A Deliverable Expectation Document (DED) presents pertinent information (e.g., deliverable description, applicable student transportation standards, acceptance criteria and schedule) specifying the expectations of a deliverable. Contract Document Deliverables establish and track both contractual and non-contractual commitments. Specific Deliverables are outlined below in this section.

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17.1.1 A preliminary list of bus stops shall be determined by Contractor and forwarded to the District no later than July 15th of each academic year. The District shall provide all student data and other data needed for routing at least thirty (30) days prior to the due date of the completed routes and listing of bus stops. The information in the document will be based on the information provided by the District and/or Contractor's expectation based on the previous contract year contingencies. All bus stops and routes shall be approved by the District and the District reserves the right to modify the bus stops to meet the needs of the District. The name, description, report fields, and report format should be reflected in the document deliverables section.

17.1.2 Contractor will provide the District with a report not later than October 1st of each service year listing all Routes (General, Special Education, and McKinney Vento) operating under this agreement. The report will include the following information for each Route: Report Title, origin and destination campuses served in each route, route mileage, ridership information, description of route and type, and driver.

17.1.3 Contractor will provide daily On-time performance broken down by each route/school on the monthly report.

- 17.1.4 The District will provide Contractor with the person identified to receive all report deliverables. District will update information to Contractor within 10 business days of any changes to the identification of its contact in the district.
- 17.1.5 Contractor shall provide District access to the Contractor's GPS System (or its replacement system) for live data as well as read access to the ZONAR (and/or its replacement program) system and associated reports will be provided to the District's Risk Management Officer as well as the Transportation Director. The Director of Transportation and Contractor shall meet each month to review the monthly report which is due by the 10th of each month.
- 17.1.6 Contractor will provide the District with certain reports relating to outsourced mechanical repairs and parts acquisitions prior to taking action. Contractor will review all usable parts in current inventory that was sourced by the Dallas County Schools distribution of parts and all other parts currently in inventory, prior to making purchases of parts for repairs or maintenance.
- 17.1.7 District will identify all requested reports from Contractor that are to be delivered to the district. District shall describe each report requested with the format, run frequency and due date that the reports will be provided by the Contractor.
- 17.1.8 Contractor will provide the District with read access to GPS (and/or its replacement program) EVIR and GPS Track and Trace Reports data systems in addition to report data in deliverables following: name/title and run frequency format of all Track & Trace reports available in ZONAR EVIR and GPS system data used for monitoring the transportation services provided to the District.
- 17.1.9 BLANK
- 17.1.10 First Student will provide the District with the name/title and description of all monthly reports accompanying the monthly invoice reports on separate tabs. These reports shall be provided in both excel and pdf format.
- 17.1.11 Contractor will provide District, at no additional cost, access to First View software system.

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SECTION 18: PUPIL DISCIPLINE/VANDALISM

- 18.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with the District. Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or driver and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District

and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.

- 18.2 Vandalism, damage to District's equipment or facilities shall be the responsibility of District, when such damage is not the result acts or omissions on the part of Contractor.

SECTION 19: ASSIGNMENT

- 19.1 This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; provided, however, that FirstGroup may, without approval, assign the Agreement to a parent, subsidiary, related or affiliated company. Furthermore, FirstGroup shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other party. If, however, for any reason District is not satisfied with assigned party, the District may terminate this contract with thirty (30) day written notice. Within the thirty (30) day period Contractor may rescind assignment.

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SECTION 20: TERMINATION

- 20.1 **For Cause:** If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.
- 20.2 **District Funding:** District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure related costs, and all other associated termination costs. In the event state funding is restored following a termination of this Agreement under this Section, Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.

20.3 Either party may terminate this Agreement for convenience at the end of any contract year with notification to the other party not later than October 15 of the preceding year.

SECTION 21: SURVIVAL

21.1 The Indemnification hereof shall survive the termination or expiration of the Agreement.

SECTION 22: STATUS OF CONTRACTOR

22.1 Contractor shall be an independent contractor employed by the District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 23: SEVERABILITY

23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

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SECTION 24: EXTENSION AND MODIFICATION

24.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

SECTION 25: BLANK

SECTION 26: NOTICE TO PARTIES

26.1 All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered, or certified mail.

Notices to District shall be addressed to:
Irving Independent School District
2621 W. Airport Freeway
Irving, Texas 75062

Notices to Contractor shall be addressed to:
First Student
3211 West Pioneer Drive
Irving, TX 75016
Attention: Tony Vidrine

With a copy to:

FirstGroup America
600 Vine Street, Suite 1400
Cincinnati, OH 45202 Attention:
General Counsel

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26.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 27: ENTIRE AGREEMENT

27.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 28: COMPLIANCE WITH THE LAW

28.1 Notwithstanding any contrary provision in this Agreement, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

SECTION 29: DISPUTE RESOLUTION

29.1 The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

SECTION 30: PLACE OF CONTRACT/CONTROLLING LAW

30.1 This Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles.

SECTION 31: AUTHORITY

31.1 Both parties warrant that they are properly authorized to enter into this Agreement.

Attachment

The Parties agree on the following outstanding terms and conditions:

1. Pricing: Services shall be rendered by First Student in accordance with the following fee schedule for year one of the Initial Term:

Cost Schedule 2018-2023

		2.50%	2.50%	2.50%	2.50%
	2018-19	2019-20	2020-21	2021-22	2022-23
4 hour General Education Route	\$181.94	\$186.49	\$191.15	\$195.93	\$200.83
4 hour Special Education Route	\$181.94	\$186.49	\$191.15	\$195.93	\$200.83
4 hour McKinney Vento Route	\$181.94	\$186.49	\$191.15	\$195.93	\$200.83
Excess rate per hour	\$38.99	\$39.96	\$40.96	\$41.98	\$43.03
Monitors per hour	\$16.68	\$17.10	\$17.53	\$17.97	\$18.42
Activity Trip with FS driver	\$38.99	\$39.96	\$40.96	\$41.98	\$43.03
Activity Trip with Coach driver	\$28.15	\$28.85	\$29.57	\$30.31	\$31.07

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Total hours include all time beginning with the pre-trip inspection until the bus returns to the operations facility and completes the post-trip inspection.

The fee schedule for subsequent years of the Initial Term shall increase annually by 2.5% effective August 1 of each contract year.

2. Parts: Parts shall include any lubricant, including synthetic oil, diesel exhaust fluid (DEF), (except fuel and fuel additives), supply/supplies, or equipment necessary to safely operate any vehicle used by First Student to transport students enrolled in Irving ISD; including but not limited to, bulbs, brake pads, engines, transmissions, bus body pieces, etc. ("Parts"). Parts does not include the labor or the cost of labor necessary and/or used to assemble or install such Parts. District will be responsible for the cost of all Parts used by First Student (1) in the provision of transportation services hereunder and (2) in all work performed by First Student in the shop. First Student will be responsible for all labor costs associated with all work performed by First Student in the shop. First Student and Irving ISD will jointly decide which repairs must be outsourced. First Student will be responsible for cost of all Parts and labor of outsourced work when a First Student driver is providing transportation services hereunder and the First Student driver is cited as being responsible for an accident requiring the outsourced repairs. Irving ISD will be responsible for cost of all Parts and labor of outsourced work when (1) an Irving ISD driver is providing transportation services hereunder and the Irving ISD driver is cited as being responsible for an accident requiring the outsourced repairs and (2) a First Student driver is providing transportation services hereunder and a third party is cited as being responsible for an accident requiring the outsourced repairs." In the event that the driver for Contractor is responsible for the accident, or fails to report the accident to the authorities and receive police report, so that a determination of responsibility can be determined, it will be determined that Contractor is

as fault and parts and repair costs will be the responsibility of Contractor. In the event in which a determination of responsibility is not made by the authorities, a committee comprising of at least 1 representative from District will be held to make the determination.

- a. All Parts purchased shall be equal to or better than the original manufacturers parts, unless approved in writing by Irving ISD. For each bus repair, First Student shall generate a Work order (schedule of Parts required); and the Work Order shall include each Part's common description, number, original cost from first Student vendor/source, and cost being charged to Irving ISD.
- b. First Student may purchase Parts through its vendor(s). After receiving an invoice for such Parts which shall include documentation of First Student's original cost from its vendor (such as an invoice and/or receipt), Irving ISD shall reimburse First Student at 1.06 times their original cost. Invoices will be submitted based on parts used each month for repairs. Inventory will be maintained by First Student and only charged back when installed/used on a vehicle. If District decides to use one of its vendors to provide parts, First Student shall charge back these parts at 1.0 times its original cost.
- c. District acknowledges the original costs incurred by First Student in purchasing parts may include Sales Tax; however, Sales Tax shall only be reimbursed at 1.00 times original cost to First Student.
- d. First Student is solely responsible for assuring the quality and reasonable price of Parts. District may, after consultation with First Student, reject any invoice, or part of an invoice, where a price is materially greater than the market.
- e. No prior approval shall be required for Work Order totaling \$5000.00 or less. For Work Order totaling more than \$5000.00, the following provisions apply:
 - i. Work Orders for a single bus shall be aggregated for a seven (7) day period or for the total period of time a bus is out of service.
 - ii. For non-emergencies, First Student shall obtain the written approval of Irving ISD prior to incurring the expense. Failure to do so may result in Irving ISD refusing to reimburse the expense. For non-emergencies, First Student shall obtain the written approval of Irving ISD prior to incurring the expense. Failure to do so may result in Irving ISD refusing to reimburse the expense regardless of the expense being properly invoiced by First Student to Irving ISD
 - iii. For emergencies, First Student shall notify Irving ISD of the emergency and which specific Part(s) are immediately necessary. Upon verbal approval from Irving ISD, First Student may purchase the Part(s) and invoice Irving ISD for reimbursement within sixty (60) days. First Student shall request written authorization for the purchase within forty-eight (48) hours of receiving verbal permission. Such request shall include written documentation of the verbal permission received including when, who, and general description.

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- f. Bus Washing of the exterior shall be billed as a separate maintenance cost and will be reimbursed at the rate of 1.00 times the cost to First Student. Irving ISD shall have the exclusive right to determine how frequently Bus Washing shall occur. If the cost or expense associated with Bush Washing increase by more than 5%, First Student shall notify Irving ISD as soon as but not later than the next Bus Washing occurrence.
- g. First Student assures Irving ISD that it makes all reasonable efforts to secure the best price possible for all Parts it asks Irving ISD for the reimbursement costs. First Student shall work with the Irving ISD Purchasing Department to obtain better quality and/or pricing on Parts. Parts purchased utilizing the Irving ISD Purchasing Department shall be reimbursed at 1.0 time their original cost to First Student.
- h. Irving ISD shall have the right to audit any Work order presented to it for reimbursement, including reviewing supporting invoices from First Student.

3. Vehicles: Regarding all vehicles to be supplied by District:

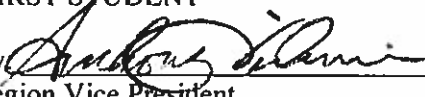
- a. 45 days prior to the beginning of the Agreement term, District will give First Student oil and coolant samples from each vehicle District intends to supply under the Agreement and First Student will analyze the samples to evaluate the risk of engine failure and to determine the cost of repairs identified by the analysis.
- b. Beginning 30 days prior to the beginning of the Agreement term, First Student will have the right to inspect all vehicles to take photographs, videos, and create written records to document the condition of each vehicle. First Student's vehicle inspection will include, but not be limited to, inspections of the tires and brakes. First Student will promptly notify District of any needed repairs and maintenance work identified in the inspection and District agrees to pay for the repairs and maintenance according to the terms of this agreement.
- c. District will deliver the vehicles to First Student August 1, 2018, or earlier if at all possible, in order for First Student to perform all repair and maintenance work prior to the beginning of the Agreement term.
- d. First Student will maintain District vehicles in accordance with manufacturers' procedures and specifications and will keep written maintenance records. Upon reasonable notice and during regular business hours, District will have the right to inspect all maintenance records. First Student will have the benefit of any manufacturer's warranties with respect to the vehicles.
- e. Upon the termination of the Agreement, First Student will return the vehicles to District in the same condition as at the beginning of the term, discounting normal wear and tear. Within 30 days after the termination of the Agreement, District agrees to notify First Student if District's inspection of a vehicle indicates damage in excess of ordinary wear and tear and First Student will have the right to conduct a vehicle inspection. If First Student agrees with District's assessment regarding damage, First Student has the right to repair the vehicle at its labor expense and District will be responsible for parts cost as provided in this agreement. If First Student disagrees with District's assessment regarding damage, the parties will meet to discuss and

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negotiate possible solutions. District is prohibited from withholding payments from amounts otherwise due to First Student under the Agreement

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement to Provide Student Transportation Services between First Student and Irving ISD effective as of January 22, 2018.

FIRST STUDENT

By:  Tony Vidrine
Region Vice President
First Student, Inc.

Date: 9-28-20

IRVING INDEPENDENT SCHOOL DISTRICT

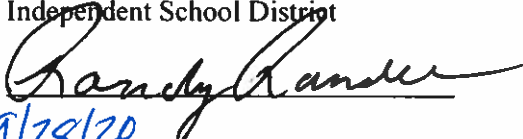
By:  A.D. Jenkins, President
Board of Trustees
Irving Independent School District

Date: 9/28/20

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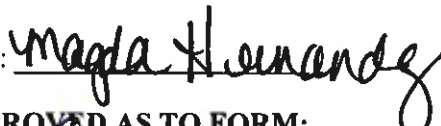
ATTEST:

Randy Randle, Secretary
Board of Trustees
Irving Independent School District

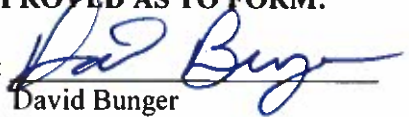
Date: 
9/28/20

RECOMMENDED BY:

Magda Hernandez
Superintendent of Schools

Date: 

APPROVED AS TO FORM:

By: 
David Bungler
General Counsel
Irving Independent School District

Date: 9/28/2020

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

THIS AMENDMENT is made and entered into as of the 24 day of August, 2021 by and between Irving Independent School District (“District”) and First Student, Inc. (“Contractor” and, collectively, the “Parties”).

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

WHEREAS, the Parties desire to amend certain portions of the Agreement to retain drivers and monitors as well as attract new employees to support student transportation services for District;

NOW, THEREFORE, the Parties mutually agree as follows:

1. **COMPENSATION** Commencing 9-13-21, the rates of compensation payable hereunder shall be as follows:

SERVICE	FEE
School Year 21-22	
Six Hour General Education Route Per Day	\$279.89
Six Hour Special Education Route Per Day	\$279.89
Six Hour McKinney Vento Route Per Day	\$279.89
Excess Rate per Hour for hours in excess of six (6)	\$41.98
Midday Rate	\$41.98
Monitor(S) Per Hour	\$17.97
Activity Trip with First Student Driver per hour	\$41.98
Activity Trip with IISD Coach Driver per hour	\$30.31
School Year 22-23 with 2.5% increase	
Six Hour General Education Route Per Day	\$286.89
Six Hour Special Education Route Per Day	\$286.89
Six Hour McKinney Vento Route Per Day	\$286.89
Excess Rate per Hour for hours in excess of six (6)	\$43.03
Midday Rate	\$43.03
Monitor(S) Per Hour	\$18.42
Activity Trip with First Student Driver per hour	\$43.03
Activity Trip with IISD Coach Driver per hour	\$31.07

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

IRVING INDEPENDENT SCHOOL DISTRICT

By: _____ Randy Randle, President
Board of Trustees
Irving Independent School District

Date: _____

ATTEST:

Pamela Campbell, Secretary
Board of Trustees
Irving Independent School District

Date: _____

RECOMMENDED BY:

Magda Hernandez
Superintendent of Schools

Date: _____

APPROVED AS TO FORM:

By: _____
Esther Kolni
General Counsel
Irving Independent School District

Date: _____

FIRST STUDENT, INC.

By: 

Title: Region Vice President

ATTEST:

By: _____



ACTION ITEM
09/20/2021

TOPIC: Consider Approval of Resolution No. 21-22-01 of the Board of Trustees of the Irving Independent School District Regarding the Provision of Temporary Local Leave for Certain Employees Due to the COVID-19 Pandemic.

SUBMITTED BY: Esther Kolni

BACKGROUND: The proposed Resolution No. 21-22-01 is submitted for Board adoption. Members of the Superintendent's cabinet have reviewed the proposed Resolution and discussed the anticipated benefits of its adoption prior to submission to the Board. The Resolution is designed to accomplish several goals including 1) providing clarity and support to District staff during the COVID-19 pandemic, 2) encouraging public health mitigations measures including staff vaccination and isolation of COVID-19 positive individuals, and 3) increasing staff morale and promoting staff retention. On September 20, 2021, the Board's Policy Committee reviewed the proposed Resolution. Any revision noted by the Policy Committee has been incorporated into the proposed Resolution.

- RESOLUTION NO. 21-22-01 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REGARDING THE PROVISION OF TEMPORARY LOCAL LEAVE FOR CERTAIN EMPLOYEES DUE TO THE COVID-19 PANDEMIC

ADMINISTRATIVE RECOMMENDATION: The Policy Committee recommends the Board approve and adopt Resolution No. 21-22-01.

RECOMMENDED BOARD MOTION: I move the Board approve and adopt Resolution No. 21-22-01 Regarding the Provision of Temporary Local Leave for Certain Employees Due to the COVID-19 Pandemic.

Additional Agenda Sheets Attached: Yes No

Attachment:

- Documents containing Resolution No. 21-22-01 are attached.

AGENDA SHEET

Meeting Date:9/20/2021

Topic: Consider Approval of Resolution No. 21-22-01 of the Board of Trustees of the Irving Independent School District Regarding the Provision of Temporary Local Leave for Certain Employees Due to the COVID-19 Pandemic.

- RESOLUTION NO. 21-22-01 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REGARDING THE PROVISION OF TEMPORARY LOCAL LEAVE FOR CERTAIN EMPLOYEES DUE TO THE COVID-19 PANDEMIC

RESOLUTION NO. 21-22-01

RESOLUTION NO. 21-22-01 OF THE BOARD OF TRUSTEES OF THE IRVING INDEPENDENT SCHOOL DISTRICT REGARDING THE PROVISION OF TEMPORARY LOCAL LEAVE FOR CERTAIN EMPLOYEES DUE TO THE COVID-19 PANDEMIC.

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

WHEREAS, on March 13, 2020, the Governor of Texas declared a state of disaster due to the spread of COVID-19 in Texas and has renewed such declaration each month since the initial declaration;

WHEREAS, the Families First Coronavirus Response Act authorized temporary paid leave, including Emergency Paid Sick Leave, for specified reasons related to COVID-19 and such leave entitlement expired December 31, 2020;

WHEREAS, the Board of Trustees (the “Board”) for the Irving Independent School District (the “District”) granted the Superintendent authority to continue offering some measure of temporary paid leave and to develop guidelines to provide such leave to employees of the District from January 1, 2021 through June 30, 2021;

WHEREAS, the COVID-19 pandemic continues to impact Texas and the operation of schools throughout the state;

WHEREAS, the U.S. Center for Disease Control, the Texas Education Agency, the Texas Department of Health and Human Services, and local public health authorities have each recommend the exclusion of COVID-19 positive individuals from school buildings and facilities to protect the health and safety of students, staff, and community members (“Government Agency Health Recommendations”);

WHEREAS, in compliance Government Agency Health Recommendations, the District has adopted safety protocols requiring the exclusion of COVID-19 positive individuals from District buildings and facilities throughout an individual’s infection period;

WHEREAS, the Board supports personal accountability of District employees in taking all reasonable steps available to avoid contracting and to mitigate the spread of COVID-19; and

WHEREAS, through circumstances beyond their control, certain District employees may be required to miss workdays after contracting COVID-19;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The findings and recitals above are true and correct and are hereby adopted by the Board; and
2. A public purpose is served by granting up to five (5) additional local paid leave days for workdays missed between July 1, 2021 and January 31, 2022 to certain employees who have contracted COVID-19 (“Temporary COVID-19 Local Leave”); and
3. Up to five (5) days of Temporary COVID-19 Local Leave shall be available to an employee under the following conditions:

- a. The employee has received a lab-confirmed positive COVID-19 diagnosis and has provided the District acceptable documentation thereof; **and**
 - b. The employee has either received full vaccination against COVID-19 and has provided the District acceptable documentation thereof or the employee is medically unable to receive a COVID-19 vaccine and the employee has provided the District acceptable documentation thereof.
4. For purposes of Temporary COVID-19 Local Leave, “employees” include only those individuals employed in permanent positions with the District who qualify to accrue State Personal and Local Leave in accordance with Board Policy DEC (Local); and
 5. All provisions of Board Policy DEC not directly altered by this Resolution shall remain unaltered and in full force and effect; and
 6. An eligible employee may utilize a maximum of five (5) Temporary COVID-19 Local Leave days during the 2021-2022 School Year. No additional paid leave will be granted to employees who have contracted COVID-19 after exhaustion of such five (5) Temporary COVID-19 Local Leave days; and
 7. This Resolution shall automatically expire on January 31, 2022 unless extended by action of the Board; and
 8. Expenditures for the purpose of providing Temporary COVID-19 Local Leave to certain employees are necessary and appropriate in the conduct of public schools as provided by Texas Education Code Section 45.105(c); and
 9. The Superintendent is authorized to take whatever steps reasonably necessary to fulfill the purposes of this Resolution, including the creation of additional requirements or procedures for an employee to request Temporary COVID-19 Local Leave and the making of determinations as to employee eligibility for Temporary COVID-19 Local Leave.

This Resolution is passed and adopted by vote of the Board of Trustees of the Irving Independent School District at an open meeting of the Board of Trustees held on September 20, 2021.

APPROVED:

ATTESTED:

Randy Randall, Board President
Irving Independent School District

Pamela Campbell, Board Secretary
Irving Independent School District

APPROVED AS TO FORM ONLY:

Esther Kolni, General Counsel
Irving Independent School District

RESOLUCIÓN NÚM. 21-22-01

RESOLUCIÓN NO. 21-22-01 DE LA JUNTA DIRECTIVA DEL DISTRITO ESCOLAR INDEPENDIENTE DE IRVING EN RELACIÓN CON LA DISPOSICIÓN DE UN PERMISO LOCAL TEMPORAL PARA CIERTOS EMPLEADOS POR PANDEMIA COVID-19.

CONSIDERANDO que, el 13 de marzo del 2020, el Presidente de los Estados Unidos emitió una Proclamación declarando una Emergencia Nacional Concerniente al Brote de la Enfermedad del Nuevo Coronavirus (COVID-19);

CONSIDERANDO que, el 13 de marzo del 2020, el Gobernador de Texas declaró un estado de desastre estatal debido a la propagación de COVID-19 en Texas y ha renovado dicha declaración cada mes desde la declaración inicial;

CONSIDERANDO QUE, la Ley de Respuesta al Coronavirus de Familias Primero autorizó una licencia pagada temporal, incluido el permiso por enfermedad pagada de emergencia, por razones específicas relacionadas con el COVID-19 y dicho derecho a la licencia expiró el 31 de diciembre de 2020;

CONSIDERANDO QUE, la Junta de Representantes (la "Junta") del Distrito Escolar Independiente de Irving (el "Distrito") otorgó a la superintendente la autoridad para continuar ofreciendo alguna medida de permiso temporal pagado y para desarrollar pautas para proporcionar dicha licencia a los empleados del Distrito desde el 1 de enero de 2021 hasta el 30 de junio de 2021;

CONSIDERANDO QUE, la pandemia de COVID-19 continúa afectando a Texas y al funcionamiento de las escuelas en todo el estado;

CONSIDERANDO que el Centro para el Control de Enfermedades de EE. UU., la Agencia de Educación de Texas, el Departamento de Salud y Servicios Humanos de Texas y las autoridades locales de salud pública han recomendado la exclusión de las personas positivas al COVID-19 de los edificios e instalaciones escolares para proteger la salud y la seguridad de estudiantes, personal y miembros de la comunidad (“Recomendaciones de salud de agencias gubernamentales”);

CONSIDERANDO que, de conformidad con las recomendaciones de salud de la agencia gubernamental, el distrito ha adoptado protocolos de seguridad que requieren la exclusión de las personas positivas al COVID-19 de los edificios e instalaciones del distrito durante el período de infección de una persona.;

CONSIDERANDO que la Junta apoya la responsabilidad personal de los empleados del distrito al tomar todas las medidas razonables disponibles para evitar el contagio y mitigar la propagación de COVID-19; y

CONSIDERANDO que, debido a circunstancias fuera de su control, es posible que se requiera que ciertos empleados del distrito pierdan días laborales después de contraer COVID-19;

AHORA, POR LO TANTO, QUEDA RESUELTO POR PARTE DE LA JUNTA DIRECTIVA QUE:

1. Las conclusiones y los hechos anteriores son verdaderos y correctos y, por la presente, son adoptados por la Junta; y

2. Se cumple un propósito público al otorgar hasta cinco (5) días adicionales de permiso pagado local por días laborales perdidos entre el 1 de julio del 2021 y el 31 de enero del 2022 a ciertos empleados que han contraído COVID-19 ("Licencia local temporal COVID-19"); y
3. Hasta cinco (5) días de Licencia Local Temporal por COVID-19 estarán disponibles para un empleado bajo las siguientes condiciones:
 - a. El empleado ha recibido un diagnóstico positivo de COVID-19 confirmado en laboratorio y ha proporcionado al distrito documentación aceptable del mismo; **y**
 - b. El empleado ha recibido la vacunación completa contra COVID-19 y ha proporcionado al distrito documentación aceptable de la misma o el empleado no puede recibir una vacuna COVID-19 por motivos médicos y el empleado ha proporcionado al distrito documentación aceptable al respecto.
4. Para los fines de la Licencia Local Temporal COVID-19, los "empleados" incluyen solo a aquellas personas empleadas en puestos permanentes con el distrito que califican para acumular Licencia Local y Personal Estatal de acuerdo con la Política de la Junta DEC (Local); y
5. Todas las disposiciones de la Política de la Junta Directiva DEC que no hayan sido modificadas directamente por esta Resolución permanecerán inalteradas y estarán en pleno vigor y efecto; y
6. Un empleado elegible puede utilizar un máximo de cinco (5) días de licencia local COVID-19 temporal durante el año escolar 2021-2022. No se otorgará permiso pagado adicional a los empleados que hayan contraído COVID-19 después de que se hayan agotado dichos cinco (5) días de Licencia Local COVID-19 Temporal; y
7. Esta Resolución expirará automáticamente el 31 de enero del 2022 a menos que sea prorrogada por acción de la Junta; y
8. Los gastos con el propósito de proporcionar Licencia Local Temporal por COVID-19 a ciertos empleados son necesarios y apropiados en la conducción de las escuelas públicas según lo dispuesto por la Sección 45.105 (c) del Código de Educación de Texas; y
9. La superintendente está autorizada para tomar las medidas que sean razonablemente necesarias para cumplir con los propósitos de esta resolución, incluida la creación de requisitos o procedimientos adicionales para que un empleado solicite Licencia Local por COVID-19 Temporal y la toma de determinaciones en cuanto a la elegibilidad del empleado para Licencia Local Temporal por COVID-19.

Esta resolución se aprueba y adopta por voto de la Junta de Representantes del Distrito Escolar Independiente de Irving en una reunión abierta de la Junta de Representantes celebrada el 20 de septiembre de 2021.

APROBADA POR:

Randy Randall, Presidente de la Junta
Irving Independent School District

ATESTIGUADA POR:

Pamela Campbell, Secretaria de la Junta
Irving Independent School District

APROBADO COMO FORMALIDAD
SOLAMENTE POR:

Esther Kolni, Abogada general
Irving Independent School District



CONSENT AGENDA ITEM
9/20/2021

TOPIC: Consider Acceptance of Gifts and Donations to the District

SUBMITTED BY: Fernando Natividad, Chief Financial Officer

BACKGROUND: Donations received during the month of August 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. August 2021 Donation List

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	\$68,393.43		\$0.00	\$72,989.10
July	\$0.00	\$68,393.43		\$4,200.00	\$77,189.10
August	\$25,520.00	\$93,913.43		\$5,000.00	\$82,189.10

AUGUST 2021 DONATIONS
 (Period August 1, 2021 thru August 30, 2021)

<u>SCHOOL / DEPT.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>DEPARTMENTS</u>		
Guidance & Counseling	Monetary donation from Christ Church Inving for any and all needed items related to homeless students and their families as administered through Project Pass	\$18,620.00
<u>HIGH SCHOOLS</u>		
Irving High School	Monetary donation from Clay Cooley Auto Group for equipment and food for the boys basketball program	\$5,000.00
Nimitz High School	Monetary donation from Delta Solid Waste Management LLC to the Sociedad Nonoraria Nuevas Esperanzas for 2021-2022 projects	\$500.00
<u>ELEMENTARY</u>		
Stipes Elementary	Lunch provided to staff on 8-11-2021 by Irving Women's Network	
	Dinner provided to all staff by Stipes PTA	\$500.00
	T-Shirts provided to all staff by Stipes PTA	<u>\$900.00</u>
TOTAL DONATIONS		\$25,520.00

ACTION ITEM
09/20/2021

TOPIC: Consider Approval of First Reading of Proposed Revisions to the Local Policies as Applicable Per Department Updates: DGBA (LOCAL) Personnel - Management Relations - Employee Complaints/Grievances and FNG (LOCAL) Student Rights and Responsibilities - Student and Parent Complaints/Grievances

SUBMITTED BY: Esther Kolni

BACKGROUND: The proposed revisions to the below referenced policies are submitted for Board approval of First Reading. Members of the Superintendent's cabinet have reviewed the policies applicable to their departments and discussed the policies with their staff, prior to submission for First Reading. On September 20, 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.

- DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS – EMPLOYEE COMPLAINTS/GRIEVANCES
- FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES

ADMINISTRATIVE RECOMMENDATION: The Policy Committee recommends the Board (1) approve the First Reading of the proposed revisions of the above identified policies pursuant to Administration request (2) Place these policies for a First Reading and possible adoption at the next Board Meeting.

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

Additional Agenda Sheets Attached: Yes No

Attachment:

- Documents containing all applicable policies are attached.

AGENDA SHEET

Meeting Date:9/20/2021

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

- DGBA(LOCAL): PERSONNEL-MANAGEMENT RELATIONS – EMPLOYEE COMPLAINTS/GRIEVANCES
- FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Complaints

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

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the applicable complaint process identified below has been exhausted:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with EF.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary or term contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA or DFBA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles
Informal Process

The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of grievances. The Board intends that, whenever feasible, grievances be resolved at the lowest possible administrative level. Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Employees are encouraged to discuss their concerns and grievances with their supervisor, principal, or other appropriate administrator

When informal discussions fail to resolve the concern or dispute, the employee may file a grievance with the office of human resources. [See DGBA(EXHIBIT)]

Direct
Communication with
Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

An employee may initiate the formal process described below by timely filing a written grievance form.

Even after initiating the formal grievance process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal grievance at any time.

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

**Freedom from
Retaliation**

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

**Whistleblower
Complaints**

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time-lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

**Complaints Against
Supervisors**

Grievances alleging a supervisor’s violation of law in the workplace may be made to a supervisor other than the supervisor against whom the employee intends to report the grievance, beginning at Level One. The ~~Deputy assistant S~~Superintendent of ~~School Operations~~human resources shall designate the appropriate Level One administrator to serve as the hearing officer.

General Provisions

Filing

A grievance form must be filed no later than ten days from the date the employee first knew, or with reasonable diligence, should have known of the decision or action giving rise to the grievance or complaint.

Grievance forms and appeal notices may be filed by hand delivery to the office of human resources at 2621 W. Airport Freeway, Irving, TX 75062, by e-mail submission to grievance@irvingisd.net,

or by fax at (972) 215-52214 to the office of human resources. Filings shall be considered timely if received by the office of human resources by the close of business on the date of the deadline.

A grievance form that is incomplete must be refiled within five days of the date the grievance form was returned to the employee, with all of the requested information, in order for the grievance form to be considered timely and a hearing to be scheduled.

All time limits for filing grievances shall be strictly followed.

Scheduling Hearings

The District shall make reasonable attempts to schedule Level One and Level Two grievance hearings at a mutually agreeable time for all parties. If the employee fails to appear at a scheduled Level One or Level Two hearing, the District may hold the hearing and issue a decision in the employee's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the employee or the employee's representative from the appropriate administrator. Responses may be hand-delivered, sent by e-mail submission to the employee's e-mail address of record or the e-mail address of the employee's representatives, or sent by certified U.S. Mail to the employee's or employee representative's mailing address of record. Mailed responses shall be considered timely if they are postmarked by certified U.S. Mail on or before the deadline.

Days

"Days" shall mean District workdays, as defined by the District's adopted calendar. In calculating time-lines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following workday as "day one."

Representative

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the grievance process.

The employee may designate a representative through written notice to the District at any level of the grievance process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled Level One or Level Two hearing, the District may reschedule the Level One or Level Two hearing to a later date, if desired, in order to include the District's legal counsel. The District may be represented by legal counsel at any level of the grievance process.

Consolidating Grievances

An employee shall not bring separate or serial grievances arising from any event or series of events that have been or could have been addressed in a previous grievance.

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

Untimely Filings

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

If a grievance form or appeal notice is not timely filed with the office of human resources, the grievance shall be dismissed, on written notice to the employee or employee's representative, at any point during the grievance process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the grievance was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

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

Complaint and Appeal Forms

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

Copies of any documents that support the grievance should be attached to the grievance form. If the employee does not have copies of these documents **at the time of filing**, they ~~may be presented at~~ shall be provided to the office of human resources at **least two business day prior** to the Level One hearing. After the Level One hearing, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One hearing. **Such documents shall be provided to the office of human resources at least two business days prior to the Level 2 hearing.**

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

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a hearing under this policy at which the substance of the employee's grievance is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

DGBA(EXHIBIT)] must be filed within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

The appropriate hearing officer shall investigate as necessary and schedule the Level One hearing with the employee or employee's representative within ten days after receipt of the written grievance. The hearing officer may set reasonable time limits for the hearing.

Absent extenuating circumstances, the hearing officer shall provide the employee or employee's representative a written response within ten days following the Level One hearing. The written response shall set forth the basis of the decision. In reaching a decision, the hearing officer may consider information provided at the Level One hearing and any other relevant documents or information the hearing officer believes will help resolve the grievance.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee or employee's representative may request a hearing with the Superintendent or designee to appeal the Level One decision.

The Level One appeal notice must be filed in writing with the office of human resources, on a form provided by the District [see DGBA(EXHIBIT)], within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One grievance to the Level Two hearing officer. The employee or employee's representative may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee prior to the Level One hearing.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The Superintendent or designee shall schedule a Level Two hearing within ten days after the appeal notice is filed. The hearing shall be limited to the issues and documents considered at the Level One hearing. The Superintendent or designee may set reasonable time limits for the hearing.

Grievance forms
[see

The Superintendent or designee shall provide the employee or employee's representative a written response within ten days following the hearing. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two hearing, and any other relevant documents or information the Superintendent or designee believes will help resolve the grievance.

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

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee or employee's representative may appeal the decision to the Board.

The Level Two appeal notice must be filed in writing with the office of human resources, on a form provided by the District [see DGBA(EXHIBIT)], within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee or employee's representative of the date, time, and place of the Board meeting at which the grievance will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

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

Presentation

The Board shall determine whether the grievance will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee or employee's representative and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the grievance and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

Hearing

An employee who is granted a hearing shall be afforded that hearing with the Board in a meeting that includes the hearing as an item in the posted agenda. The Board may choose to designate someone other than the Board President to conduct the hearing. If it does so, the duties of the designee shall be established at the time of the appointment. The Board shall make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The hearing, at the Board's discretion, may be conducted in accordance with the rules and procedures outlined in BE(LOCAL).

*Closed Meeting
Unless Open
Meeting Requested*

If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, it may be heard by the Board in closed meeting unless the employee bringing the hearing requests that it be heard in public.

Exception

However, if the grievance involves a complaint or charge against another District employee or a Board member, it shall be heard in closed meeting unless an open meeting is requested in writing by the employee or Board member against whom the complaint or charge is brought.

Complaints

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

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the applicable complaint process identified below has been exhausted:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with EF.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary or term contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA or DFBA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles
Informal Process

The purpose of this policy is to provide employees an orderly process for the prompt and equitable resolution of grievances. The Board intends that, whenever feasible, grievances be resolved at the lowest possible administrative level. Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Employees are encouraged to discuss their concerns and grievances with their supervisor, principal, or other appropriate administrator

When informal discussions fail to resolve the concern or dispute, the employee may file a grievance with the office of human resources. [See DGBA(EXHIBIT)]

Direct
Communication with
Board Members

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

Formal Process

An employee may initiate the formal process described below by timely filing a written grievance form.

Even after initiating the formal grievance process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal grievance at any time.

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

**Freedom from
Retaliation**

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

**Whistleblower
Complaints**

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

**Complaints Against
Supervisors**

Grievances alleging a supervisor’s violation of law in the workplace may be made to a supervisor other than the supervisor against whom the employee intends to report the grievance, beginning at Level One. The Deputy Superintendent of School Operations shall designate the appropriate Level One administrator to serve as the hearing officer.

General Provisions

Filing

A grievance form must be filed no later than ten days from the date the employee first knew, or with reasonable diligence, should have known of the decision or action giving rise to the grievance or complaint.

Grievance forms and appeal notices may be filed by hand delivery to the office of human resources at 2621 W. Airport Freeway, Irving, TX 75062, by e-mail submission to grievance@irvingisd.net,

or by fax at (972) 215-5221 to the office of human resources. Filings shall be considered timely if received by the office of human resources by the close of business on the date of the deadline.

A grievance form that is incomplete must be refiled within five days of the date the grievance form was returned to the employee, with all of the requested information, in order for the grievance form to be considered timely and a hearing to be scheduled.

All time limits for filing grievances shall be strictly followed.

Scheduling Hearings	The District shall make reasonable attempts to schedule Level One and Level Two grievance hearings at a mutually agreeable time for all parties. If the employee fails to appear at a scheduled Level One or Level Two hearing, the District may hold the hearing and issue a decision in the employee's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the employee or the employee's representative from the appropriate administrator. Responses may be hand-delivered, sent by e-mail submission to the employee's e-mail address of record or the e-mail address of the employee's representative, or sent by certified U.S. Mail to the employee's or employee representative's mailing address of record. Mailed responses shall be considered timely if they are postmarked by certified U.S. Mail on or before the deadline.
Days	"Days" shall mean District workdays, as defined by the District's adopted calendar. In calculating timelines under this policy, the day a document is filed is "day zero," and all deadlines shall be determined by counting the following workday as "day one."
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the grievance process.</p> <p>The employee may designate a representative through written notice to the District at any level of the grievance process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled Level One or Level Two hearing, the District may reschedule the Level One or Level Two hearing to a later date, if desired, in order to include the District's legal counsel. The District may be represented by legal counsel at any level of the grievance process.</p>

Consolidating Grievances	<p>An employee shall not bring separate or serial grievances arising from any event or series of events that have been or could have been addressed in a previous grievance.</p> <p>When two or more grievances are filed by the same person and are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate or deny the amended grievance(s) and provide notice to the employee or employee's representative of such action.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a grievance form or appeal notice is not timely filed with the office of human resources, the grievance shall be dismissed, on written notice to the employee or employee's representative, at any point during the grievance process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the grievance was dismissed. Such appeal shall be limited to the issue of timeliness.</p> <p>Each party shall pay its own costs incurred in the course of the grievance process.</p>
Costs Incurred	<p>Grievances and appeals under this policy shall be submitted in writing on a form provided by the District.</p>
Complaint and Appeal Forms	<p>Copies of any documents that support the grievance should be attached to the grievance form. If the employee does not have copies of these documents at the time of filing, they shall be provided to the office of human resources at least two business day prior to the Level One hearing. After the Level One hearing, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One hearing. Such documents shall be provided to the office of human resources at least two business days prior to the Level 2 hearing.</p> <p>A grievance or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated deadline for filing the complaint or appeal.</p>
Audio Recording	<p>As provided by law, an employee shall be permitted to make an audio recording of a hearing under this policy at which the substance of the employee's grievance is discussed. The employee shall notify all attendees present that an audio recording is taking place.</p>

Level One

Grievance forms [see DGBA(EXHIBIT)] must be filed within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance.

The appropriate hearing officer shall investigate as necessary and schedule the Level One hearing with the employee or employee's representative within ten days after receipt of the written grievance. The hearing officer may set reasonable time limits for the hearing.

Absent extenuating circumstances, the hearing officer shall provide the employee or employee's representative a written response within ten days following the Level One hearing. The written response shall set forth the basis of the decision. In reaching a decision, the hearing officer may consider information provided at the Level One hearing and any other relevant documents or information the hearing officer believes will help resolve the grievance.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee or employee's representative may request a hearing with the Superintendent or designee to appeal the Level One decision.

The Level One appeal notice must be filed in writing with the office of human resources, on a form provided by the District [see DGBA(EXHIBIT)], within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One hearing officer shall prepare and forward a record of the Level One grievance to the Level Two hearing officer. The employee or employee's representative may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee prior to the Level One hearing.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One hearing officer in reaching the Level One decision.

The Superintendent or designee shall schedule a Level Two hearing within ten days after the appeal notice is filed. The hearing shall be limited to the issues and documents considered at the Level One hearing. The Superintendent or designee may set

reasonable time limits for the hearing.

The Superintendent or designee shall provide the employee or employee's representative a written response within ten days following the hearing. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two hearing, and any other relevant documents or information the Superintendent or designee believes will help resolve the grievance.

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

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee or employee's representative may appeal the decision to the Board.

The Level Two appeal notice must be filed in writing with the office of human resources, on a form provided by the District [see DGBA(EXHIBIT)], within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee or employee's representative of the date, time, and place of the Board meeting at which the grievance will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

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

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

Presentation

The Board shall determine whether the grievance will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee or employee's representative and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the grievance and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

Hearing

An employee who is granted a hearing shall be afforded that hearing with the Board in a meeting that includes the hearing as an item in the posted agenda. The Board may choose to designate someone other than the Board President to conduct the hearing. If it does so, the duties of the designee shall be established at the time of the appointment. The Board shall make and communicate its decision at any time up to and including the next regularly scheduled Board meeting. The hearing, at the Board's discretion, may be conducted in accordance with the rules and procedures outlined in BE(LOCAL).

*Closed Meeting
Unless Open
Meeting Requested*

If the grievance involves the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the grievance, it may be heard by the Board in closed meeting unless the employee bringing the hearing requests that it be heard in public.

Exception

However, if the grievance involves a complaint or charge against another District employee or a Board member, it shall be heard in closed meeting unless an open meeting is requested in writing by the employee or Board member against whom the complaint or charge is brought.

Complaints

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

Other Complaint Processes

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

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

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

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

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including email and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the

deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

Level Two

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

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

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

The Level One record shall include:

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

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited

to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

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

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

Level Three

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

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

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

The Level Two record shall include:

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

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

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

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

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

Level Four

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

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

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

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

The Level Three record shall include:

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

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing, the administration intends to rely on evidence not included in the Level

Three record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

Complaints

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

Other Complaint Processes

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

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

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

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

Notice to Students and Parents

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

Guiding Principles

Informal Process

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

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

Formal Process

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

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

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

Freedom from Retaliation

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

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, electronic communication, including email and fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the

deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

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

Response

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

Days

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

Representative

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

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

Consolidating
Complaints

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

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

Untimely Filings

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

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

Costs Incurred

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

Complaint and Appeal Forms

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

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

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

Level One

Complaint forms must be filed:

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

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

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

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

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

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

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

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

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

The Level One record shall include:

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

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

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

Level Three

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

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

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

The Level Two record shall include:

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

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

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Level Four

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

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

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

The Level Three record shall include:

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

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

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

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

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

SEPTEMBER 2021 REPORT FROM DIVISION OF BUSINESS SERVICES

TAX OFFICE

Total Tax Collections for August 2021 are \$391,473

	<u>AUGUST 2021</u>	<u>YEAR TO DATE</u>
Current Year	\$ 137,214	\$ 194,343,049
Delinquent	120,815	1,062,331
Penalty & Interest	133,002	1,835,112
Other	442	2,320
Total	<u>\$ 391,473</u>	<u>\$ 197,242,813</u>

BUSINESS SERVICES

Payroll for August 2021 was paid as follows:

	<u>GROSS PAY</u>	<u>BENEFITS</u>	<u>TOTAL</u>
Local Maintenance	\$ 22,764,279	\$ 3,063,794	\$ 25,828,073
Special Revenue	6,454,596	337,316	\$ 6,791,912
Total	<u>\$ 29,218,875</u>	<u>\$ 3,401,110</u>	<u>\$ 32,619,985</u>

INVESTMENT EARNINGS REPORT

	<u>JULY 2021</u>	<u>YEAR TO DATE</u>
Local Maintenance	\$ 21,365	\$ 246,154
Federal Programs	701	16,987
Interest & Sinking	386	13,435
Capital Projects	-	-
Internal Service	109	2,341
Total All Funds	<u>\$ 22,562</u>	<u>\$ 278,917</u>

MEMO

TO: Fernando Natividad, Chief Financial Officer
FROM: Cher Elzy, Director Tax Operations
SUBJECT: Monthly Tax Report
DATE: September 20, 2021

Attached for your consideration is the collection activity for the month of August 2021.

Our monthly collections for August reflect \$120,815 in delinquent collections and \$137,214 in current collections and \$86,956 in penalty and interest. Adjustments made (\$2,033,906) in changes to delinquent tax years and \$14,488,452 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 \$7,789,787 for the month of August 2021.

**IRVING INDEPENDENT SCHOOL DISTRICT
AUGUST 2021
TAX COLLECTION REPORT**

IISD:

	<u>M-T-D FY 2019-2020</u>	<u>M-T-D FY 2020-2021</u>	<u>Y-T-D FY 2019-2020</u>	<u>Y-T-D FY 2020-2021</u>
Current Year	35,971.89	137,214.30	182,282,194.48	194,343,049.78
Delinquent	(74,748.60)	120,814.86	422,344.15	1,062,330.96
Penalty & Interest	2,021.00	133,001.84	1,236,140.97	1,835,111.97
Other	108.22	441.98	1,551.41	2,320.27
Sub-Total	(36,647.49)	391,472.98	183,942,231.01	197,242,812.98

Revenue year-to-date
compared to prior fiscal year 13,300,581.97

OTHER COLLECTIONS:

Research Fees	0.00	767.00
Attorney Fees	118,995.49	811,435.61
Court Costs	0.00	0.00
Rendition Penalty	213.04	11,914.45

REFUNDS:

	(324.62)	(5,850.65)
Total Collections	510,356.89	198,061,079.39

ACTIVITY SUMMARY:

	<u>FY 2019-2020</u>	<u>FY 2020-2021</u>
Collection Percentage Current Year Compared to Prior Year	98.46%	98.53%

RECEIVABLES YEAR-TO-DATE SUMMARY

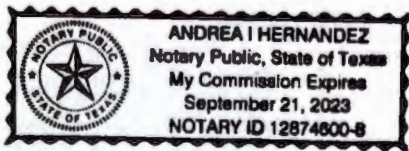
	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	182,761,679.51	7,978,941.94	190,740,621.45
Adjustments	14,488,452.12	(2,033,906.03)	12,454,546.09
Levy Paid	194,343,049.78	1,062,330.96	195,405,380.74
Ending Balance	2,907,081.85	4,882,704.95	7,789,786.80

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
Cheryln Elzy, Tax Assessor/Collector RTA

Signed and sworn before me this 18th day of September, 2021

Andrea I Hernandez
Notary Public, State of Texas



REPORT FROM FACILITIES & SCHOOL SUPPORT SERVICES

Facilities and Operations Department

A total of 3763 work orders have been completed from August 1, 2021, through August 31, 2021. This includes 3537 corrective work orders and 226 preventive work orders.

Document Services – Laserfiche - In August, we received 12 Laserfiche requests/work orders.

Public Information – In August, 25 requests were opened (5 are still being processed and 20 were completed). For the 2021-2022 school year, there have been 44 requests.

Student Records – In August, 591 student records requests were received and 564 were completed.

Print Shop – In August, 228 orders were received and 196 were completed. We had zero high volume jobs.

Mail Center – In August, we processed 16,366 pieces of mail for US Postage at a cost of \$8,660.71. We only processed 10 packages for \$81.44. We continue to process interoffice mail daily.

SchoolDude Work Orders – In August, we closed 36 and received a total of 50 new requests:

- Deliver Shred Console/Container – Total 0
- Destruction Approval/Shredding – Total 3
- Records Center Retrieval (Not to include Employee Services) – Total 1
- Shred Consoles Emptied – Total 19
- New Transfers to Records Center – Total 2
- Other – Total 3

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 918 work orders for the month of August. All sections are currently working on workorders at various locations.

The Structural Section – The team completed 708 work orders for the month of August. All sections are currently working on workorders at various locations and have begun planning for this year's special projects requests.

The Grounds Section – In August, The Grounds Department completed 91 work orders relating to all campuses while working on summer projects concurrently. We trimmed all shrubs and cleaned all flower beds and mowed all campuses several times before the beginning of school. We have fertilized and aerated all sports fields and several campuses. We continue to work daily to control fire ants and wasps. We have continued to work cooperatively with all other departments in Facilities and Security. We are working with our playground contractors at all elementary campuses to ensure the successful completion of our tricycle paths and new pre-k playgrounds. All irrigation systems are undergoing inspection and repair. The small engine shop continued to repair tractors and golf carts to keep our crews productive for the athletic programs. Our vehicle mechanic serviced and repaired numerous vehicles in our 128-vehicle fleet to ensure all vehicles were ready when needed.

Regulatory Compliance, IPM and Safety – In August, we resolved an asbestos issue at Irving HS prior to the beginning of the school year. We continue to work together with our pest control vendor to minimize pests. We have been spraying wasps constantly around the district for the entire month of August. 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 continuing, we have continued to offer Gatorade to our Support Services teams. We continue to train our employees in the SchoolDude work-order system. Our team is busy addressing several work orders dealing with the summer-time wave of fire ant issues. We also teamed with building managers, HVAC Department, Structural Department, and Health Services Department to ensure that we are providing the best indoor air quality for our staff and students.

Operations – For the month of August, the Custodial Department completed 860 work orders. That is an increase of work orders for Custodial Department from 119 the previous month. The overall increase is attributed to summer. The work performed in our department could range from moving furniture, disinfecting, light maintenance, or any other needs at the campus level.

Warehouse – Routine Custodial, Food Service, Health Services, and Maintenance Orders for the month of August total 393 orders pulled and posted in MUNIS, School Dude, and Primero.

- 100% average delivery time in one day.
- Routine Delivery, Warehouse, Surplus, Document Management Work Orders for the month of August is 721 total work orders closed. This includes 301 work orders for Document Services and 420 work orders for Delivery, Warehouse, and Surplus.