

IRVING INDEPENDENT SCHOOL DISTRICT

Regular - BOARD OF TRUSTEES  
7:00 PM

Irving ISD Board Room  
2621 West Airport Freeway  
Irving, TX 75062  
Monday, July 22, 2024

**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 - Joshua Hanchett - Potter's House Church
- C. Special Recognition
- D. Public Comment - Individuals Wishing to Address the Board on Agenda Items.

**III. ACTION ITEMS**

- A. Consider Approval of Consent Agenda Items:
  - 1. Consider Approval of Minutes of June 17, 2024 (M. Hernandez) 5
  - 2. Consider Approval of Financial Statement for May 2024 (A.D. Jenkins) 11
  - 3. Consider Approval of Resolution and Order No. 23-24-15 Authorizing July Amendment to the 2023-2024 Budget (A.D. Jenkins) 40
  - 4. Consider Approval of the Supplements to the Irving ISD Tax Rolls (A.D. Jenkins) 49
  - 5. Consider Approval of College Readiness and Success College Board Contract #CB-00037080 (D. Galindo/M. Villa) 95
  - 6. Consider Approval of Agreement with Head Start of Greater Dallas for the 2024-2025 School Year (A. Gomez/J. McKee) 119

7. Consider Approval of the Irving Independent School District Regional Day School Program for the Deaf 2024-2025 Shared Service Agreement (B. Williams/H. Cates)	139
8. Consider Approval to Submit a Remote Homebound Instruction Waiver for Special Education and General Education (GEH) Students to the Texas Education Agency for the 2024-2025 School Year (B. Williams/R. Taylor/S. Galvan)	152
9. Consider a Motion to Request that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2024-2025 School Year (F. Natividad/C. Elzy)	154
10. Consider Approval of Award for Request for Proposal (RFP) #24-45-737 for the Purchase of Printed Apparel (F. Natividad/J. Pilgrim)	155
11. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals (A. Gomez/J. Pilgrim)	161
12. Consider Approval of Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department (B. Williams/J. Pilgrim)	165
13. Consider Approval of Award for Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SIEM Services (A. McQuarters/J. Pilgrim)	169
14. Consider Approval of the Guaranteed Maximum Price No. 1 for the Construction & Replacement of Barton Elementary School (F. Natividad/J. Pilgrim/M. Zakhary)	173
15. Consider Approval of the Guaranteed Maximum Price No. 1 for the Construction & Replacement of Farine Elementary School (F. Natividad/J. Pilgrim/M. Zakhary)	185
16. Consider Approval of the Guaranteed Maximum Price No. 1 for the Construction & Replacement of Crockett Middle School (F. Natividad/J. Pilgrim/M. Zakhary)	197
17. Consider Approval of the Final Guaranteed Maximum Price for the Construction & Replacement of the Student Transportation & Logistics Center (F. Natividad/J. Pilgrim/M. Zakhary)	209
18. Consider Adjustment of the <sup>2</sup> Approved 2023-2024 Attendance Incentive Bonus (F. Natividad)	221

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|---|-----|
| 19. Consider Approval of Awards of Request for Proposals (RFP) #24-36-914 for the Purchase of HVAC Parts and Equipment, (RFP) #22-84-914(B) for the Supplemental Purchase of Skilled Crafts and Trades and (RFP) #24-57-914 for the Purchase of Commercial Fencing and Gates for the Facilities Services Department. (A. Smith/J. Pilgrim)  | 222 |
| 20. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and Request for Qualification (RFQ) #22-87-914 for On Call Architect and Engineering Services (A. Smith/J. Pilgrim)  | 229 |
| 21. Consider Approval of the Renewal of Award of Request for Proposals (RFP) #22-81-914 for the Purchase of LED Gym Lighting, (RFP) #22-83-914 for HVAC Maintenance, Repair and Services, (RFP) #22-84-914 and (RFP) #22-84-914(A) for Skilled Crafts and Trades, and (RFP) #22-50-914 and other Cooperative Contracts for the Purchase of Vehicles for the Facilities Services Department. (A. Smith/J. Pilgrim) | 235 |
| 22. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-99-926 for the Purchase of School Bus Parts, (RFP) #22-100-926 for the Purchase of School Bus Maintenance and Repairs, and (RFP) #22-104-926 for the Purchase of Alternative Student Transportation Services (A. Smith/J. Pilgrim)   | 243 |
| 23. Consider Approval of the Memorandum of Understanding by and Between The City of Irving and Irving Independent School District (A. Smith/K. Dodge)   | 248 |
| 24. Consider Approval and Execution of the Inter Local Agreement for Emergency Medical Services between Irving ISD and the City of Irving (A. Smith/M. Luttrell)  | 263 |

#### IV. **OTHER BUSINESS**

##### A. Written Reports

##### 1. Division Reports

##### a. Business Services

275

- Total Tax Collections
- Payroll
- Investment Earnings

##### b. Support Services

- Monthly Maintenance Work Order Summary Report for June (A. Smith/S. Andrews)

- c. Human Resources
- B. Announcements
  - 1. Administration
    - a. Superintendent Announcement(s)
  - 2. Board of Trustees
    - a. Individual Trustee Report on IISD Student Activity/Event
- V. **EXECUTIVE SESSION** - The Board may Recess the Open Meeting and Reconvene in a Closed Meeting Pursuant to the Following Sections of the Texas Government Code and as Authorized by Sections 551.071-551.076 and 551.082-551.084 Therefore of
  - A. Section 551.071 - To Seek the Advice of the Board's Attorney About:
    - 1. Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation.
    - 2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.
  - B. Section 551.072 - To Deliberate the Purchase, Exchange, Sale, Lease or Value of Real Property if such Deliberation in Open Session Would have a Detrimental Effect on the Board's Position in Negotiations with a Third Party.
  - C. Section 551.074 - To Deliberate the Appointment, Employment, Resignation, Evaluation, Reassignment, Proposed Nonrenewals, Termination, Duties, Discipline, or Dismissal of a Public Officer or Employee; or to Hear a Complaint or Charge Against an Officer or Employee.
  - D. Hear and/or Deliberate the Level Three Grievance Appeal of Rosa Lopez (Pursuant to Policy DGBA (LOCAL) (W. Nute, District Counsel)
- VI. **RECONVENE** from Closed Meeting for Action Relative to Items Covered in Such Meeting.
  - A. Consider Action by the Board Related to Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation.
  - B. Public Comments - Individuals Wishing to Address the Board or Make Comments Regarding Issues Not on the Agenda will be Heard at this Time.
- VII. **ADJOURNMENT**

IRVING INDEPENDENT SCHOOL DISTRICT  
**REGULAR MEETING - BOARD OF TRUSTEES 7:00 P.M.**  
**2621 W. Airport Freeway, Irving, Texas, 75062**  
**Monday, June 17, 2024**

Call to Order            The Regular Meeting was called to order by President Randy Randle at 7:02 p.m.

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

ALSO                    Magda Hernandez, Superintendent  
PRESENT:            Fernando Natividad, Finance and Federal/State Programs Dr.  
                          Jeannine Porter, Marketing & Communications  
                          Dr. Dorian Galindo, POD  
                          Alvin McQuarters, Technology  
                          Dr. Andre Smith, Administrative Services  
                          Ahna Gomez, School Leadership  
                          Dr. Juan Carlos Martinez, Deputy Superintendent  
                          Lisa Hill, Human Resources  
                          Katie Gilleland, Human Resources  
                          Nika Brunk, Human Resources  
                          Emilio Morlett, Human Resources  
                          Liesel Payne, State and Federal  
                          Kristina Feldner, PL  
                          Zach Moore, CTE  
                          Morad Zakhary, Bond Office  
                          Jorge Acosta, Human Resources  
                          Rosa Orosco-Mitchell, Human Resources  
                          Jesus Quezada, Singley  
                          Josh Jarmon, DE Zavala  
                          Brad Woods, Irving HS  
                          Justine Huddleston, Communications  
                          Erika Pedroza, Communications  
                          Morla Zamora, Guest Educator  
                          Kevin Dodge, Safety and Security  
                          John Moss, DE Zavala  
                          Sammy Andrews, Facilities  
                          Leslie Moss, Crockett  
                          Litzy Ambrocio, School Leadership  
                          Laura Marquez, School Operations  
                          Lynn Andrews, Executive Assistant to the Superintendent and Board of Trustees

VISITORS:            Shawneta Jordan  
                          Michael Williams  
                          Tony Grimes  
                          Maricella Henry  
                          Aimar Aguillon  
                          Irene Camacho  
                          Alexus Hernandez  
                          Marion Hollis  
                          Gretchen Brosh  
                          Robert Shear  
                          Shane Webb  
                          Barbara Froerch  
                          Ann Price Ouzts  
                          Bobbie Robinson  
                          Cantrell Lacy  
                          Anne Pfaff  
                          Daniela Vazquez  
                          Jorge Perea

Invocation	The invocation was given by Shane Webb, Woodhaven Presbyterian Church
Pledge	The pledge to the American and Texas Flags
Special Recognition	Recognition was given to the Winners of the Texas Art Education Association by Gayla Lawrence
Consent Agenda	<ol style="list-style-type: none"> <li>1. Consider Approval of Minutes of May 13, 2024</li> <li>2. Consider Approval of Financial Statement for April 2024</li> <li>3. Consider Approval of Resolution and Order No. #23-24-14 Authorizing June Amendment to the 2023-2024 Budget</li> <li>4. Consider Approval of the Supplements to the Irving ISD Tax Rolls</li> <li>5. Consider Approval of Modification to the 2024-2025 School Year Temporary Campus Support (TCS) &amp; Interim Rates</li> <li>6. Consider Approval of Modification to the 2024-2025 School Year Stipend - Bilingual Interventionist &amp; Academic Specialist</li> <li>7. Consider Approval of 2024-2025 District Monthly TRS ActiveCare Contribution</li> <li>8. Consider Approval of Resolution No.23-24-06 of the Board of Trustees of the Irving Independent School District Regarding Employee Pay and Delegation of Authority in Connection with the May 2024 Disaster Declaration for Dallas County</li> <li>9. Consider Approval of the Proposed Low Attendance Day Waiver</li> <li>10. Consider Approval of an Expedited Waiver for Staff Development for 2024-2025 School Year</li> <li>11. Consider Approval of the Renewal of Award for Request for Qualifications (RFQ) #19-47-701 for Legal Services</li> <li>12. Consider Approval of the Renewal of Award for Request for Proposal (RFP)#15-23-861 for the Purchase of Hosted VOIP Telephone Services</li> <li>13. Consider Approval of Award for Request for Quote (RFQ) #24-41-908 for the Purchase of Palo Alto Network PA-5410 Appliance Upgrade, Subscription &amp; Agreement</li> <li>14. Consider Approval of the Final Guaranteed Maximum Price for the Construction of the New Baby University</li> <li>15. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #21-102-880 and #21-105-880 for the Purchase of Bilingual and ESL Instructional Materials and Software</li> <li>16. Consider Approval of Award for Request for Proposal (RFP) #24-42-884 for the Purchase of Special Education Professional Services</li> <li>17. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #23-56-914 for the Purchase of Waste Collection, Recycling, and Related Services</li> <li>18. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-71-914 for the Purchase of Disaster Recovery, Restoration, and Related Services</li> <li>19. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #23-65-914 for the Purchase &amp; Installation of Access Control Door Readers</li> <li>20. Consider Approval of the Renewal of Award for Request for Proposal (RFP) #23-60-916 for the Purchase of Large Kitchen Equipment</li> <li>21. Consider Acceptance of Gifts and Donations to the District</li> </ol>

*Mary Richarte made a motion to approve the Consent Agenda Items*

*AD Jenkins seconded.*

*Passed 7-0*

Public Comment

Aimar Aguilon-Camacho - Supporting the Kick Start Program that has been taken away from Crockett MS

Michael Williams - Supporting the Kick Start Program that is being cut from four schools.

Maricella Hernandez - Supporting the Kick Start Program that has been taken away from Crockett MS

Shawneta Jordan - Requesting to put Kick Start Kids back in the four schools.

Alexus Hernandez - Supporting the Kick Start Program that has been cut from four schools.

Gretchen Brosch - Graduation - not allowing students to wear cords and some stoles.

Jesus Quezada - Thank you to the Board, Superintendent and Cabinet members.

Tony Grimes - Complaining about the racist discriminatory comments made by a leader in the district that she had too many African Americans in leadership in the district.

Sharon DeBerry - Support for Superintendent and IISD hiring trend

Superintendents Announcements

- Graduation in my tenure I have hugged about 14,000 students.
- Destination Imagination team took 1<sup>st</sup> place.
- Team of Seven Scientific research and presented their findings.
- Summer – stay safe and remind the community a free meal for all students 18 years and younger, visit IrvingISD.net for more information.

Board Announcements

Lisa Lobb – Was not aware of the Kickstart program being cut back and would like more information on that. The Board of Trustees will be going to the Annual Summer Leadership Institute in Fort Worth for training. The BOT goes to a lot of training throughout the year.  
 Graduation Regalia, there is someone in the district who can talk with you about that, we want to hear from you.

Nuzhat Hye – Thank you Ms. DeBerry for your comments they were very timely. A lot of extremely valuable data was given in the Work Session this evening. Thank you, Ms. DeBerry, for validating what was really being done and looking at the needs of our district.

Mary Richarte – Thank you for being here to listen to the Board meeting and come join us, it is open to the public.

Michael Kelley – no comments

AD Jenkins – Thanks to Sharon for the comments earlier and those who spoke up for the KickStart Community. A Couple of comments about the Annual Update on Staff Retention with a lot of valuable of info. The breakdown of the overall student population demographically speaking and the staff, etc. I will stand by my District and my Board.

Randy Randle – Enjoyed gradation its kind of a Pay Day for us. Have a safe summer. This board will investigate all formal complaints, but we will not do that on social media. Please reach out to anyone of us and we will help and try to make a better district.

Rosemary Robbins – Thank you to the KickStart students. The teachers out in the audience and we thank you for being there. Ms. DeBerry thank you for being here. Former City Councilman Mark Zeske. Special Thanks you to the Board we work really hard. Thanks to former President Randy Randle has really taught me a lot and it is an honor to be the President this year.

ADJOURNMENT

Adjourned at 7:50 pm

**IRVING INDEPENDENT SCHOOL DISTRICT**  
**WORK SESSION - BOARD OF TRUSTEES**  
**5:00 P.M.**  
**2621 W. Airport Freeway, Irving, Texas, 75062**  
**Monday, June 17, 2024**

Call to Order      The work session was called to order by President Dr. Rosemary Robbins at 5:04PM

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

ALSO                      Magda Hernandez, Superintendent  
PRESENT:                      Fernando Natividad, Finance and Federal/State Programs Officer  
   Dorian Galindo, Chief of Staff  
   Andre Smith, Chief of Administrative Services  
   Wesley Nute, District General Counsel  
   Cher Elzy, Tax Collector  
   Liesl Payne, Executive Director of Adult Learning, Employee Wellness and  
   Community Engagement  
   Katie Gilleland, Senior Executive Director of Human Resources  
   Jorge Acosta, Director of Human Resources  
   Lisa Hill, Director of Human Resources  
   Nika Brunk, Director of Human Resources  
   Emilio Morlett, Investigator  
   Ernest Rivera, HR Generalist  
   Rosa Orozco, Director of Benefits and Risk Management  
   Mahdia Lalee, Director of Business Office  
   Mieisha Runnels, Business Office  
   Karyn Beauchamp, Health Services  
   Claudia Sadler, Business Office  
   Kevin Dodge, Safety & Security  
   Zach Moore, CTE Director  
   MiEisha, Accounting Supervisor  
   Joe Estrada, Executive Director PK-8  
   Sheila Peragine, Executive Director PK-8  
   Jennifer McKee, Director of Early Childhood  
   Shane Smith, Director of Technology  
   Bel Williams, Executive Director of Intervention Services  
   Sofia Lopez, Director of At-Risk & Responsive Services  
   Martiza Villa, Director of Student Assessment  
   Sandy Cravens, PE & Health  
   Gayla Lawrence, Fine Arts  
   Olga Rosenberger, Food Service  
   Roy Zamora, POD  
   Gabriella Johnson, Purchasing Bond  
   Kristina Feldner,  
   Karina Garcia, Band  
   Zach Moore, CTE  
   Morad Zakhary, Bond Office  
   Rosa Orosco-Mitchell, Human Resources  
   Jerome Pilgrim, Director of Purchasing  
   Sammy Andrews, Director of Facilities and School Support Services  
   Litzy Ambrocio, Administrative Assistant to the Chief of Schools  
   Laura Marquez, Special Assistant to the Deputy Superintendent of School Operations  
   Lynn Andrews, Executive Assistant to the Superintendent and Board of Trustees

VISITORS:                      Susan Smith, Corgan  
   Angel Silva, Corgan  
   Ty Parsons  
   Paige Russell

Discussion

Received the 2023-2024 Annual School Health Advisory Council Report from Gayla Lawrence

Received annual Update of staff retention and recruitment data from Katie Gilleland and Dorian Galindo

Discussion of  
Regular Board  
Meeting Agenda  
Matters

Discussion took place on the June 17, 2024, Regular Meeting Agenda matters

Go into Executive Session at 5:49 pm

Executive Session

- A. Section 551.071 - To seek the advice of the Board's attorney about:
  - 1. Pending or Contemplated Litigation, Settlement Offer, or Matter Under Investigation
  - 2. A Matter in Which the Professional Duty of the Attorney to the Board Conflicts with the Applicable Provisions of the Texas Open Meetings Act.

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

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

Reconvene into Open Session at 7:01pm

Adjournment

The Work Session adjourned at 7:02 pm

**CONSENT ACTION ITEM**  
07/22/2024

**TOPIC:** Consider Approval of Financial Statement for May 2024

**SUBMITTED BY:** Fernando Natividad; Chief Financial Officer

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

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends that the Board approve the Financial Statements for May 2024.

**RECOMMENDED BOARD MOTION:** I move the Board to approve the Financial Statements for May 2024.

**Attachments:**

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

Date: July 22, 2024  
To: Fernando Natividad, Chief Financial Officer  
From: Mahdia Lalee, Director of Business Operations  
Subject: Financial Statements for May 2024

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## **General Operating Fund**

### Revenue:

Total revenue and other sources for the General Operating Fund through May were \$261,855,521 or 79.5% of budget, compared to \$285,758,080 or 85.5% of budget last year, a decrease of \$23,902,559 or 8.3%. This decrease is attributed to the following item:

- Local Resources totaled \$149,579,812 compared to \$179,916,982 last year, a decrease of \$30,337,170.
- State Resources totaled \$104,357,867 compared to \$97,448,912 last year, an increase of \$6,908,955.

### Expenditures:

Total expenditures and other uses for the General Operating Fund through May were \$240,710,837 or 71.1% of budget, compared to \$245,603,659 or 70.9% of budget last year, a decrease of \$4,892,822 or 1.9%.

- 6200 Misc contracted services totaled \$14,870,744 compared to \$17,668,175 last year, a decrease of \$2,797,430.70. This decrease is due to camera and security installations taking place in the prior year and Singley crawl space repairs.
- 6600 Capital Outlay totaled \$1,880,687 compared to \$3,645,412 last year, a decrease of \$1,764,724.51. This decrease is attributed to Charter Bus purchases and Nimitz HS roof repairs taking place in previous year.

## **Food Service Fund**

### Revenue:

Total revenue and other sources for the Food Service Fund through May were \$21,841,825 or 87.6% of budget compared to \$23,813,225 or 94.2% of budget last year, a decrease of \$1,971,400 or 8.28%.

- Federal Resources totaled \$19,805,486 compared to \$21,698,875 last year, a decrease of \$1,893,389.

### Expenditures:

Total expenditures and other uses for the Food Service Fund through May were \$21,416,919 or 76.3% of budget, compared to \$18,845,474 or 79.5% of budget last year, an increase of \$2,571,445 or 13.6%. The increase in total expenditures was attributed to the following item:

- Function 35 – This increase is a combination of a collective increase in payroll, food and supplies, as well as capital assets purchased in the current year versus last year.

## **Debt Service Fund**

### Revenue:

Total revenue and other uses for the Debt Service Fund through May were \$60,999,751 compared to \$47,243,457 last year, an increase of \$13,756,294. This increase is attributed to:

- Local Resources totaled \$57,659,890 compared to \$45,751,409 last year, an increase of \$11,908,48.

### Expenditures:

Total expenditures and other uses for the Debt Service Fund through May were \$48,218,025 compared to \$39,558,800 last year, an increase of \$8,659,225. This increase is attributed to:

- 2023 Semi-Annual Bond interest and principal payment totaled \$8,081,000.

## **Special Revenue Funds**

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

### Revenue:

Total revenue and other uses for the Special Revenue Fund through May were \$31,815,805 compared to \$33,644,404 last year, a decrease of \$ 1,828,599. This decrease is attributed to:

- Federal Program Revenue totaled \$29,923,855 compared to \$31,366,298 last year this time, a decrease of \$1,442,443.

### Expenditures:

Total expenditures and other uses for the Special Revenue Fund through May were \$33,559,573 compared to \$38,515,575 last year a decrease of \$4,956,002.

- The decrease is attributed to less expenditures from special revenue funds.

## **Capital Projects Funds**

### Revenue:

Total revenue and other uses for the Capital Project Fund through May were \$14,728,368. This is attributed to the 2023 bonds and the interest earned on those funds.

### Expenditures:

Total expenditures and other uses for the Capital Project Fund through May were \$21,695,886 compared to \$525,799 last year, an increase of \$21,170,087. The increase is attributed to the 2023 bond and current ongoing projects.

## 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 Proprietary Fund through May were \$2,243,879 or 70.6% of budget compared to \$1,628,252 or 64.7% of budget last year, an increase of \$615,627. The increase in total revenue is attributed to the following item:

- Interfund transfer of \$700,000 to the Risk Management fund to cover the TASB costs for the 23-24 fiscal year.

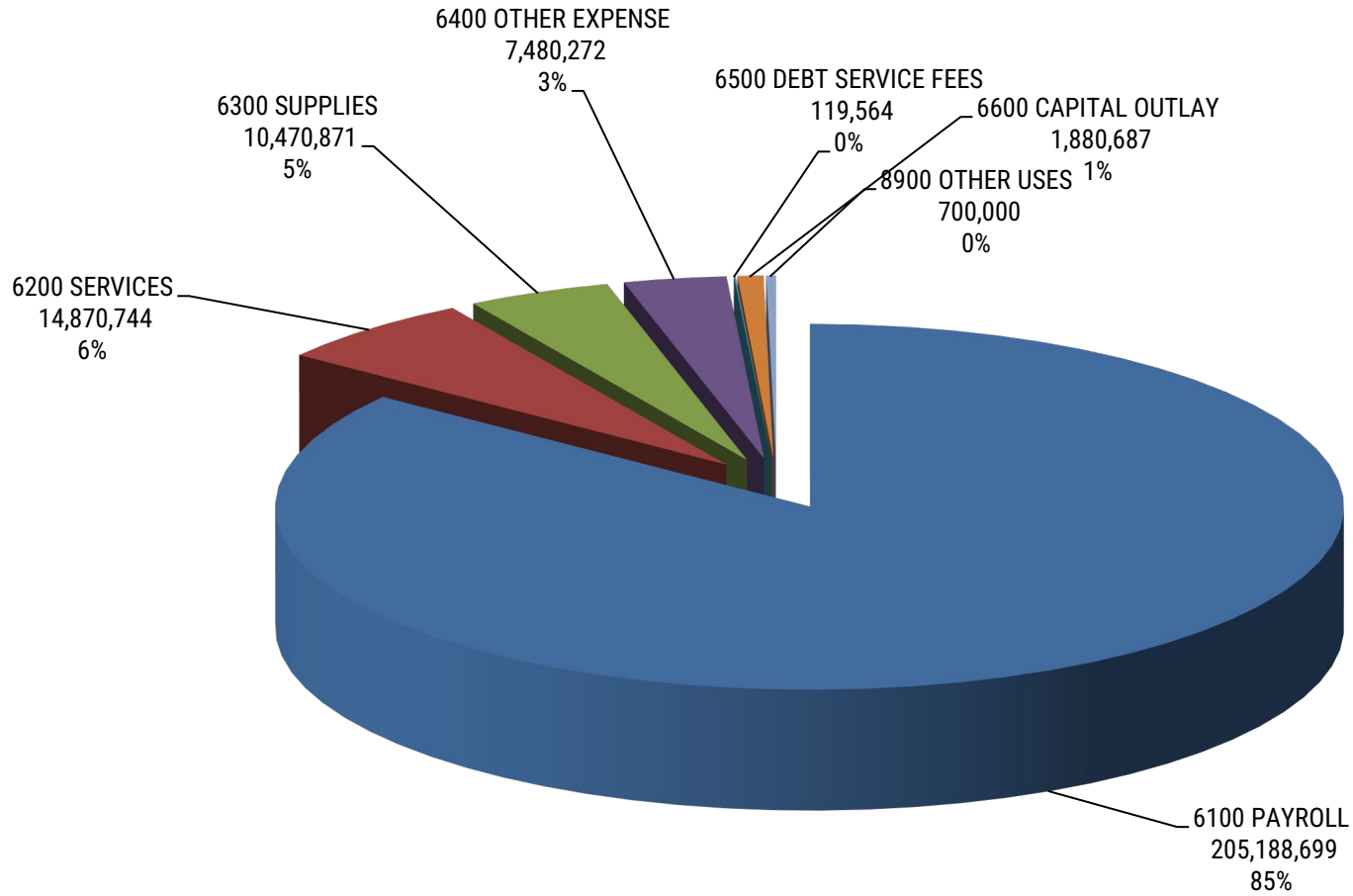
### Expenditures:

Total expenditures and other uses for the Proprietary Fund through May were \$2,666,444 or 76.3 of budget, compared to \$1,156,378 or 45.9% of budget last year, an increase of \$1,510,066. The increase in total expenditures was attributed to the following item:

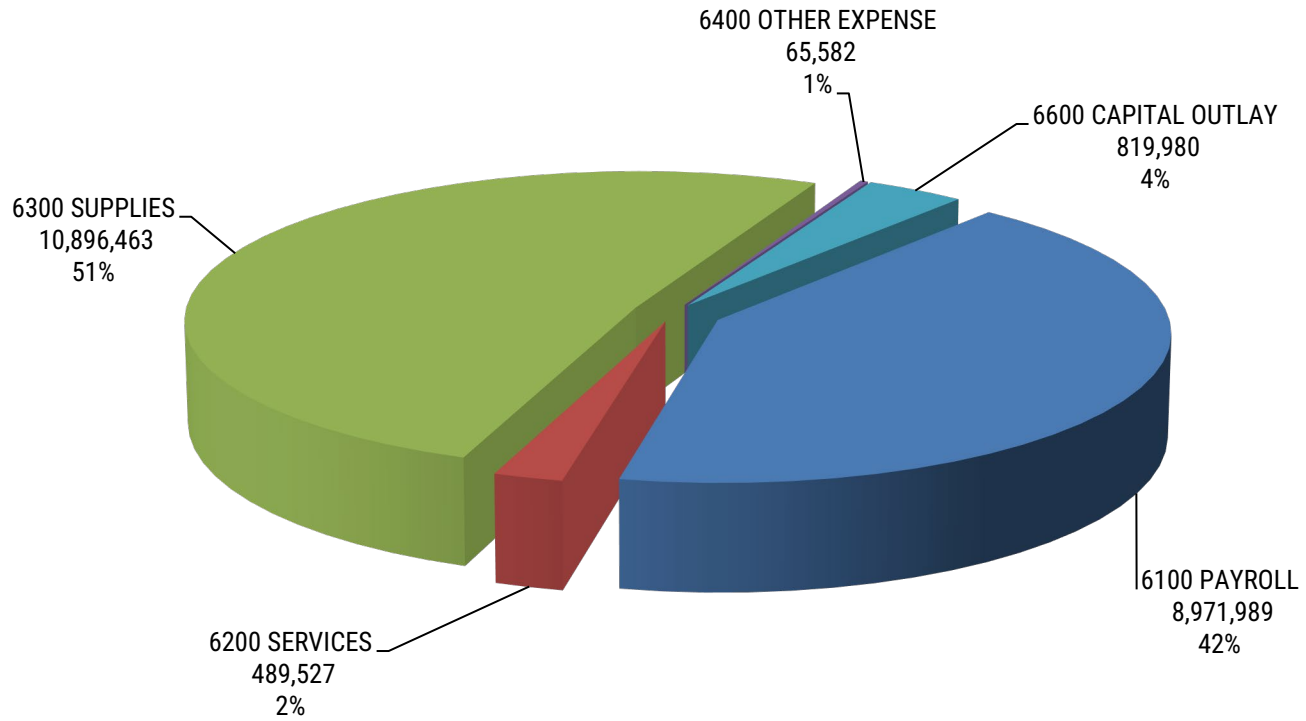
- Starting 23-24 Fiscal year the district has contracted TASB for worker's compensations, the increase in current year expenditures versus last year is that in October 2023 the district paid TASB a Lum sum to cover all claims for the 23-24 fiscal year but in previous years the district was paying only claims that were incurred in the month prior.

As of May 31, 2024, total net assets for all the Internal Service Funds were \$1,315,781 with science refurbishment fund having a negative net position.

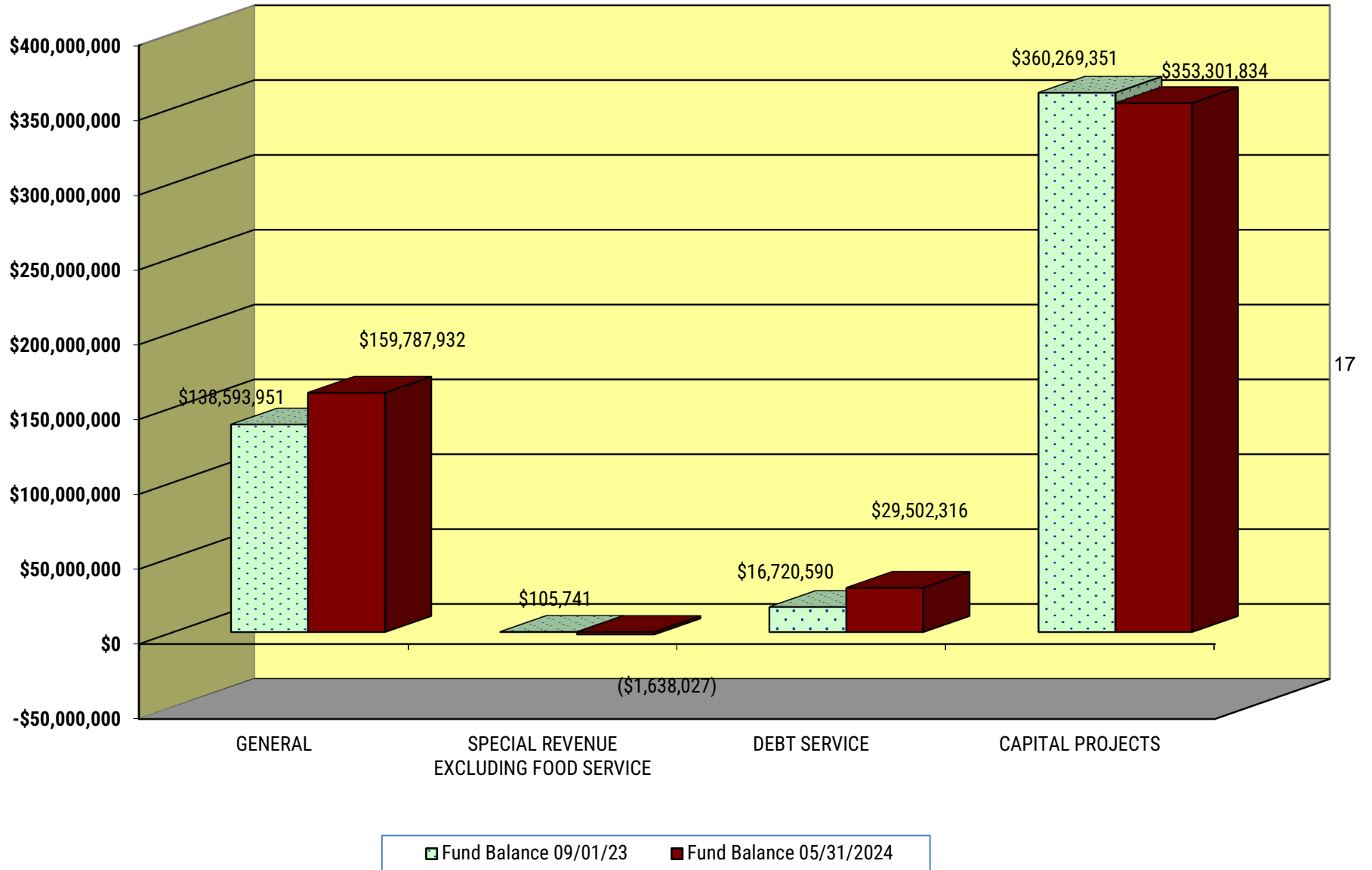
# General Operating Fund YTD Actual Expenditures May 31, 2024



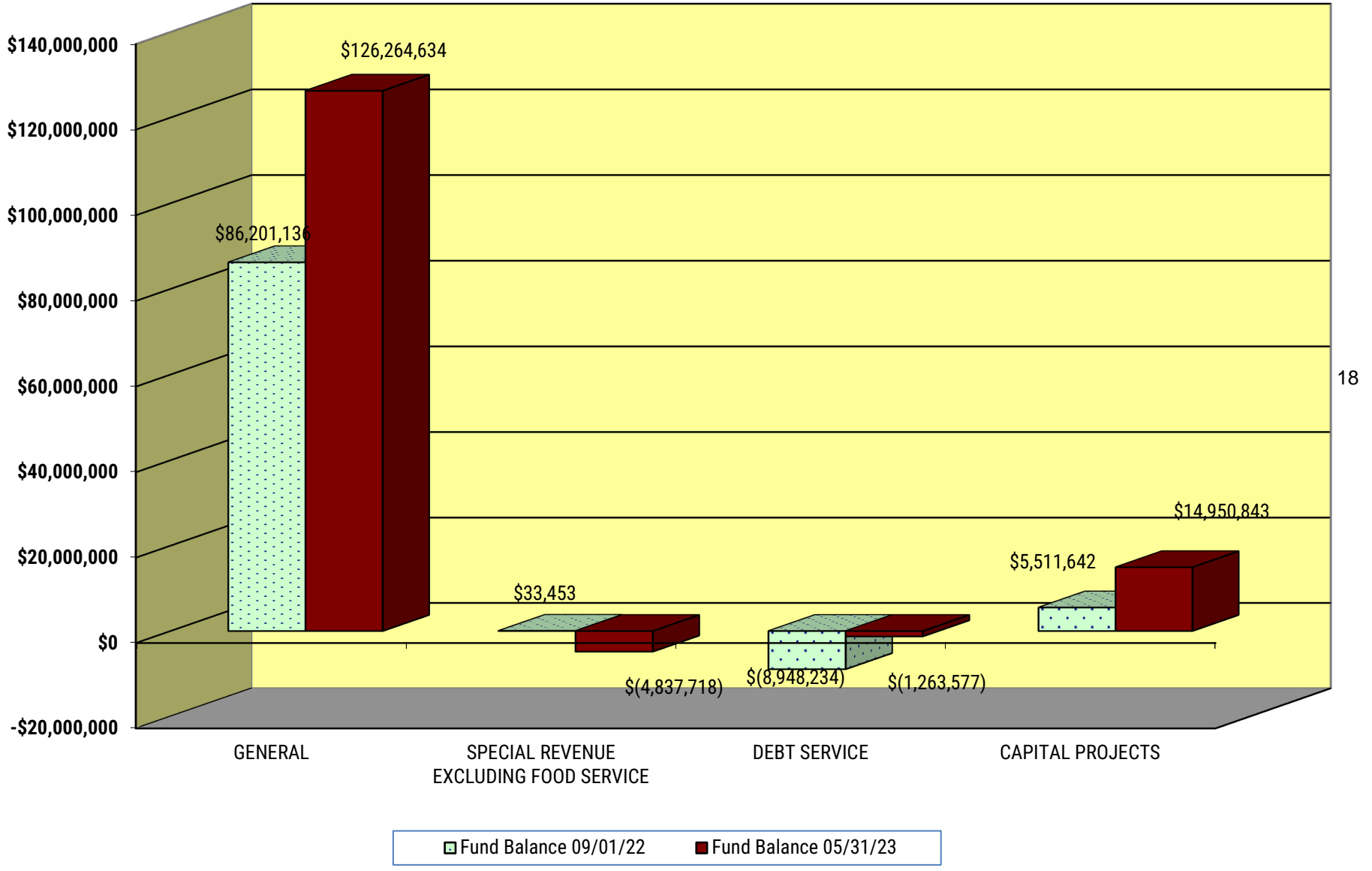
# Food Service Fund YTD Actual Expenditures May 31, 2024



### Comparative Fund Balances May 31, 2024



### Comparative Fund Balances May 31, 2023



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**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
May 31, 2024**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD			09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	YTD ACTUAL	%YTD
<b>REVENUE</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	165,491,762	140,238,124	84.7%	341,687	0.2%	25,253,638	172,678,620	169,246,245	98.0%
5712 DELINQUENT TAXES	245,542	(2,189,305)	-891.6%	22,469	9.2%	2,434,847	256,205	69,677	27.2%
5719 OTHER TAX RELATED REVENUE	480,000	1,288,898	268.5%	101,524	21.2%	(808,898)	500,000	1,535,748	307.1%
TOTAL TAXES	166,217,304	139,337,716	83.8%	465,680	0.3%	26,879,588	173,434,825	170,851,670	98.5%
5735 SUMMER SCHOOL	-	1,950	--	1,950	--	(1,950)	-	2,448	--
5738 PARKING FEES	4,500	2,647	58.8%	65	1.4%	1,853	4,500	1,624	36.1%
5739 OTHER TUITION AND FEES	200,000	385,464	192.7%	42,242	21.1%	(185,464)	200,000	388,229	194.1%
5742 INVESTMENT EARNINGS	250,000	6,751,599	2700.6%	738,676	295.5%	(6,501,599)	500,000	4,443,775	888.8%
5743 RENTAL OF FACILITIES	70,000	25,040	35.8%	8,175	11.7%	44,960	70,000	29,196	41.7%
5744 GIFTS AND BEQUESTS	173,340	55,889	32.2%	45	0.0%	117,451	288,056	157,782	54.8%
5745 NET INSURANCE RECOVERY	200,000	2,671	1.3%	2,171	1.1%	197,329	200,000	1,284,543	642.3%
5746 TIF TAXES COLLECTED	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	500,000	1,208,921	241.8%	254,018	50.8%	(708,921)	761,007	1,263,165	166.0%
5752 ATHLETIC	-	184,888	--	10,876	--	(184,888)	-	177,135	--
5755 ACTIVITY FUND RECEIPTS	1,650,749	932,090	56.5%	126,145	7.6%	718,660	1,625,912	854,313	52.5%
5766 CONCURRENT ENROLLMENT	50,000	101,000	202.0%	50,000	100.0%	(51,000)	50,000	29,000	58.0%
5767 IRVING SCHOOL FOUNDATION	200,230	189,790	200.1%	36,508	18.3%	(200,147)	96,329	128,965	133.9%
5769 REVENUE FROM INTERMEDIATE	200,000	400,147	292.7%	43,701	1.2%	(6,743,277)	200,000	305,137	152.6%
TOTAL OTHER LOCAL RESOURCES	3,498,818	10,242,095	292.7%	1,314,572	37.6%	(6,743,277)	3,995,805	9,065,312	226.9%
TOTAL LOCAL RESOURCES	169,716,122	149,579,812	88.1%	1,780,251	1.0%	20,136,311	177,430,630	179,916,982	101.4%
<b>STATE RESOURCES:</b>									
5811 PER CAPITA	-	8,186,183	--	694,015	--	(8,186,183)	7,224,195	12,509,951	173.2%
5812 FOUNDATION ENTITLEMENTS	137,450,419	83,977,149	61.1%	7,218,103	5.3%	53,473,270	119,852,633	73,293,672	61.2%
5819 STATE	-	-	--	-	--	-	-	-	--
5829 TEA/NON-FOUNDATION REVENUE	-	531	--	56	--	(531)	-	1,415	--
5831 STATE TRS ON-BEHALF	12,500,000	12,194,004	97.6%	1,355,420	10.8%	305,996	16,800,000	11,643,874	69.3%
TOTAL STATE RESOURCES	149,950,419	104,357,867	69.6%	9,267,594	6.2%	45,592,552	143,876,828	97,448,912	67.7%
<b>FEDERAL RESOURCES:</b>									
5929 FEDERAL REVENUE-TEA DISTR.	4,000,000	3,031,679	75.8%	196,439	4.9%	968,321	8,500,000	2,394,893	28.2%
5931 SHARS REIMBURSEMENT	4,350,000	3,824,573	87.9%	135,667	3.1%	525,427	4,350,000	5,158,886	118.6%
5939 CHILD & ADULT CARE PROGRAM	-	-	--	-	--	-	-	29,997	--
5946 BABS SUBSIDY	-	-	--	-	--	-	-	-	--
5949 ROTC	250,000	219,211	87.7%	42,589	17.0%	30,789	250,000	256,535	102.6%
5959 SHARED SERVICE ARRANGEMENT	-	1,751	--	-	--	-	-	2,131	--

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**IRVING INDEPENDENT SCHOOL DISTRICT  
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May 31, 2024**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	09/01/2022 to 05/31/2023 YTD		
	BUDGET	ACTUAL	%YTD				BUDGET	ACTUAL	%YTD
TOTAL FEDERAL RESOURCES	8,600,000	7,077,215	82.3%	374,896	4.4%	1,522,785	13,100,000	7,842,443	59.9%
<b>OTHER SOURCES:</b>									
7912 SALE OF FIXED ASSETS	-	17,200	--	-	--	(17,200)	-	151,800	--
7913 LEASE/PURCHASE PROCEEDS	-	-	--	-	--	-	-	90,923	--
7915 INTERFUND TRANSFERS IN	932,812	823,427	88.3%	435,200	46.7%	109,385	-	-	--
7918 SPECIAL ITEMS	-	-	--	-	--	-	-	-	--
7919 EXTRAORDINARY ITEMS	-	-	--	-	--	-	-	307,020	--
TOTAL OTHER REVENUE SOURCES	932,812	840,627	90.1%	435,200	46.7%	92,185	-	549,743	--
<b>TOTAL GENERAL OPERATING REVENUE:</b>	<b>329,199,354</b>	<b>261,855,521</b>	<b>79.5%</b>	<b>11,857,941</b>	<b>3.6%</b>	<b>67,343,833</b>	<b>334,407,458</b>	<b>285,758,080</b>	<b>85.5%</b>

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
May 31, 2024**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD		(OVER) UNDER	09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>EXPENDITURES</b>									
<b>11 INSTRUCTION:</b>									
6100 PAYROLL	182,141,871	134,262,697	73.7%	14,809,133	8.1%	47,879,174	183,666,542	136,218,764	74.2%
6200 CONTRACTED SERVICES	1,322,525	1,150,668	87.0%	140,135	10.6%	171,857	2,492,381	1,695,104	68.0%
6300 SUPPLIES	8,971,432	4,143,844	46.2%	381,175	4.2%	4,827,588	9,490,640	4,077,778	43.0%
6400 OTHER EXPENSE	2,692,282	1,990,295	73.9%	284,967	10.6%	701,987	3,168,197	1,709,735	54.0%
6600 CAPITAL OUTLAY	708,508	620,259	87.5%	43,586	6.2%	88,249	27,939	14,447	51.7%
TOTAL INSTRUCTION	195,836,618	142,167,763	72.6%	15,658,996	8.0%	53,668,855	198,845,699	143,715,828	72.3%
<b>12 LIBRARY:</b>									
6100 PAYROLL	4,732,438	3,027,358	64.0%	331,166	7.0%	1,705,081	4,442,868	3,415,719	76.9%
6200 CONTRACTED SERVICES	33,889	19,999	59.0%	1,518	4.5%	13,889	31,741	13,583	42.8%
6300 SUPPLIES	772,644	594,860	77.0%	12,735	1.6%	177,784	1,049,789	797,437	76.0%
6400 OTHER EXPENSE	56,283	19,126	34.0%	999	1.8%	37,156	39,049	23,142	59.3% <sup>21</sup>
6600 CAPITAL OUTLAY	11,730	2,137	18.2%	14	0.1%	9,593	-	-	--
TOTAL LIBRARY	5,606,984	3,663,481	65.3%	346,432	6.2%	1,943,504	5,563,447	4,249,882	76.4%
<b>13 STAFF DEVELOPMENT:</b>									
6100 PAYROLL	3,498,908	1,908,486	54.5%	195,193	5.6%	1,590,422	6,876,523	2,538,552	36.9%
6200 CONTRACTED SERVICES	287,869	179,533	62.4%	916	0.3%	108,336	520,935	272,919	52.4%
6300 SUPPLIES	444,534	188,601	42.4%	15,836	3.6%	255,933	551,449	383,275	69.5%
6400 OTHER EXPENSE	484,493	323,563	66.8%	26,621	5.5%	160,929	661,921	356,458	53.9%
6600 CAPITAL OUTLAY	-	2,143	--	-	--	(2,143)	-	-	--
TOTAL STAFF DEVELOPMENT	4,715,803	2,602,326	55.2%	238,566	5.1%	2,113,477	8,610,828	3,551,204	41.2%
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	6,092,311	4,500,171	73.9%	511,881	8.4%	1,592,140	7,152,772	4,535,937	63.4%
6200 CONTRACTED SERVICES	589,065	281,390	47.8%	8,128	1.4%	307,675	1,286,968	1,095,277	85.1%
6300 SUPPLIES	563,096	365,475	64.9%	12,368	2.2%	197,621	678,311	453,170	66.8%
6400 OTHER EXPENSE	1,197,553	257,908	21.5%	32,378	2.7%	939,646	884,028	370,075	41.9%
6600 CAPITAL OUTLAY	16,641	20,041	120.4%	163	1.0%	(3,400)	500	-	0.0%
TOTAL INSTRUCTIONAL ADMINISTRATION	8,458,666	5,424,984	64.1%	564,919	6.7%	3,033,682	10,002,579	6,454,458	64.5%
<b>23 SCHOOL ADMINISTRATION:</b>									
6100 PAYROLL	20,294,170	14,397,429	70.9%	1,572,008	7.7%	5,896,741	19,730,667	14,780,706	74.9%
6200 CONTRACTED SERVICES	154,270	60,255	39.1%	2,780	1.8%	94,015	167,786	62,478	37.2%
6300 SUPPLIES	457,657	286,362	62.6%	29,403	6.4%	171,295	506,680	313,202	61.8%
6400 OTHER EXPENSE	557,031	369,313	66.3%	87,790	15.8%	187,718	655,628	432,508	66.0%
6600 CAPITAL OUTLAY	14,382	14,382	100.0%	-	0.0%	-	14,166	-	0.0%

**IRVING INDEPENDENT SCHOOL DISTRICT  
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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD	(OVER) UNDER		09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
TOTAL SCHOOL ADMINISTRATION	21,477,510	15,127,742	70.4%	1,691,979	7.9%	6,349,768	21,074,928	15,588,893	74.0%

**IRVING INDEPENDENT SCHOOL DISTRICT  
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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD			09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	YTD ACTUAL	%YTD
<b>31 COUNSELING SERVICES:</b>									
6100 PAYROLL	13,853,518	11,093,337	80.1%	1,201,268	8.7%	2,760,181	17,811,906	10,651,567	59.8%
6200 CONTRACTED SERVICES	2,320,006	1,712,412	73.8%	218,848	9.4%	607,593	680,081	448,955	66.0%
6300 SUPPLIES	744,059	445,161	59.8%	138,198	18.6%	298,898	877,368	349,820	39.9%
6400 OTHER EXPENSE	134,352	92,605	68.9%	7,632	5.7%	41,747	151,383	117,847	77.8%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	-	-	--
TOTAL COUNSELING SERVICES	17,051,934	13,343,514	78.3%	1,565,946	9.2%	3,708,420	19,520,739	11,568,189	59.3%
<b>32 ATTENDANCE SERVICES:</b>									
6100 PAYROLL	1,115,501	523,478	46.9%	46,741	4.2%	592,023	1,639,943	962,292	58.7%
6200 CONTRACTED SERVICES	4,230	3,700	87.5%	340	8.0%	530	-	4,662	--
6300 SUPPLIES	-	-	--	-	--	-	87	-	0.0%
6400 OTHER EXPENSE	20	20	100.0%	-	0.0%	-	242	149	61.8%
TOTAL ATTENDANCE SERVICES	1,119,751	527,197	47.1%	47,081	4.2%	592,553	1,640,272	967,103	59.0%
<b>33 HEALTH SERVICES:</b>									
6100 PAYROLL	3,492,376	2,440,902	69.9%	269,040	7.7%	1,051,474	3,292,312	2,544,986	77.3%
6200 CONTRACTED SERVICES	2,440	1,385	56.8%	38	1.6%	1,055	2,750	2,649	96.3%
6300 SUPPLIES	96,644	80,590	83.4%	160	0.2%	16,053	107,089	81,965	76.5%
6400 OTHER EXPENSE	11,249	3,650	32.4%	771	6.9%	7,599	7,263	3,260	44.9%
6600 CAPITAL OUTLAY	-	2,075	--	-	--	(2,075)	-	-	--
TOTAL HEALTH SERVICES	3,602,708	2,528,602	70.2%	270,008	7.5%	1,074,106	3,409,414	2,632,860	77.2%
<b>34 PUPIL TRANSPORTATION:</b>									
6100 PAYROLL	7,748,443	7,071,285	91.3%	845,208	10.9%	677,158	7,726,097	5,799,408	75.1%
6200 CONTRACTED SERVICES	1,109,100	379,957	34.3%	3,373	0.3%	729,143	1,267,641	788,754	62.2%
6300 SUPPLIES	846,778	136,792	16.2%	(27,538)	-3.3%	709,986	780,536	208,371	26.7%
6400 OTHER EXPENSE	332,987	240,767	72.3%	19,964	6.0%	92,220	215,098	186,557	86.7%
6600 CAPITAL OUTLAY	1,761,142	332,861	18.9%	56,102	3.2%	1,428,281	2,224,267	1,359,641	61.1%
TOTAL PUPIL TRANSPORTATION	11,798,450	8,161,663	69.2%	897,108	7.6%	3,636,787	12,213,639	8,342,730	68.3%
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	741,065	484,009	65.3%	57,462	7.8%	257,056	500,569	435,554	87.0%
6300 SUPPLIES	1,600	-	0.0%	-	0.0%	1,600	1,600	-	0.0%
6400 OTHER EXPENSE	220,000	-	0.0%	-	0.0%	220,000	220,000	235	0.1%
6600 CAPITAL OUTLAY	-	-	--	-	--	-	61	-	0.0%
TOTAL FOOD SERVICE	962,665	484,009	50.3%	57,462	6.0%	478,656	722,230	435,789	60.3%
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24			09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	MTD ACTUAL	%MTD	(OVER) UNDER YTD BUDGET	BUDGET	ACTUAL	%YTD
6100 PAYROLL	3,920,415	3,268,197	83.4%	382,275	9.8%	652,218	1,547,835	2,897,980	187.2%
6200 CONTRACTED SERVICES	665,105	612,026	92.0%	34,624	5.2%	53,080	781,085	453,263	58.0%
6300 SUPPLIES	749,229	389,305	52.0%	48,023	6.4%	359,925	1,333,512	353,199	26.5%
6400 OTHER EXPENSE	1,255,633	1,151,975	91.7%	118,710	9.5%	103,658	1,445,502	1,120,092	77.5%
6600 CAPITAL OUTLAY	4,173	4,195	100.5%	22	0.5%	(22)	23,659	21,698	91.7%
TOTAL EXTRA-CURRICULAR ACTIVITIES	6,594,555	5,425,697	82.3%	583,654	8.9%	1,168,858	5,131,593	4,846,232	94.4%

**IRVING INDEPENDENT SCHOOL DISTRICT  
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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD		(OVER) UNDER	09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	YTD ACTUAL	%YTD
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	7,184,647	5,640,319	78.5%	590,312	8.2%	1,544,328	8,740,707	5,568,653	63.7%
6200 CONTRACTED SERVICES	2,025,971	1,085,369	53.6%	61,624	3.0%	940,602	1,593,128	787,474	49.4%
6300 SUPPLIES	2,001,237	466,109	23.3%	20,275	1.0%	1,535,129	1,324,485	768,779	58.0%
6400 OTHER EXPENSE	846,726	520,579	61.5%	64,703	7.6%	326,147	1,155,605	791,338	68.5%
6500 DEBT SERVICE FEES	-	70,267	--	-	--	(70,267)	-	-	--
6600 CAPITAL OUTLAY	495,161	193,679	39.1%	(40,920)	-8.3%	301,482	-	-	--
TOTAL GENERAL ADMINISTRATION	12,553,742	7,976,321	63.5%	695,995	5.5%	4,577,421	12,813,925	7,916,244	61.8%
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	15,665,325	11,726,900	74.9%	1,236,940	7.9%	3,938,425	12,373,304	11,656,360	94.2%
6200 CONTRACTED SERVICES	7,714,970	6,323,785	82.0%	181,731	2.4%	1,391,185	10,187,910	7,794,615	76.5%
6300 SUPPLIES	2,913,655	2,500,321	85.8%	165,255	5.7%	413,334	3,267,456	2,732,987	83.6%
6400 OTHER EXPENSE	2,289,663	2,276,766	99.4%	2,395	0.1%	12,897	1,673,164	1,586,584	94.8%
6600 CAPITAL OUTLAY	652,719	475,552	72.9%	7,397	1.1%	177,167	846,868	636,553	75.2%
TOTAL MAINTENANCE	29,236,332	23,303,324	79.7%	1,593,718	5.5%	5,933,008	28,348,702	24,407,099	86.1%
<b>52 SECURITY:</b>									
6100 PAYROLL	2,626,270	2,526,069	96.2%	343,673	13.1%	100,201	1,611,167	1,820,500	113.0%
6200 CONTRACTED SERVICES	1,919,540	1,165,556	60.7%	7,743	0.4%	753,985	3,206,226	2,613,512	81.5%
6300 SUPPLIES	489,426	283,096	57.8%	4,999	1.0%	206,330	1,152,214	698,181	60.6%
6400 OTHER EXPENSE	64,424	48,771	75.7%	-	0.0%	15,653	9,279	3,159	34.0%
6600 CAPITAL OUTLAY	83,600	68,586	82.0%	68,586	82.0%	15,014	95,440	86,050	90.2%
TOTAL SECURITY	5,183,260	4,092,078	78.9%	425,001	8.2%	1,091,182	6,074,326	5,221,403	86.0%
<b>53 DATA PROCESSING:</b>									
6100 PAYROLL	2,306,753	2,090,699	90.6%	228,334	9.9%	216,054	2,501,491	1,683,510	67.3%
6200 CONTRACTED SERVICES	968,920	749,871	77.4%	9,832	1.0%	219,049	1,108,608	752,947	67.9%
6300 SUPPLIES	1,030,150	569,628	55.3%	6,300	0.6%	460,523	1,391,334	440,090	31.6%
6400 OTHER EXPENSE	62,015	20,375	32.9%	436	0.7%	41,640	74,794	34,332	45.9%
6600 CAPITAL OUTLAY	20,000	7,451	37.3%	-	0.0%	12,549	385,424	115,738	30.0%
TOTAL DATA PROCESSING	4,387,839	3,438,023	78.4%	244,903	5.6%	949,816	5,461,651	3,026,617	55.4%
<b>61 COMMUNITY SERVICES:</b>									
6100 PAYROLL	385,408	227,363	59.0%	25,023	6.5%	158,045	2,780,811	206,206	7.4%
6200 CONTRACTED SERVICES	444,895	423,193	95.1%	95,042	21.4%	21,701	425,941	401,441	94.2%
6300 SUPPLIES	83,016	20,727	25.0%	2,030	2.4%	62,289	83,237	31,988	38.4%
6400 OTHER EXPENSE	224,786	164,559	73.2%	23,958	10.7%	60,227	215,002	147,668	68.7%
6600 CAPITAL OUTLAY	2,075	2,075	100.0%	-	0.0%	0	-	-	--

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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD	(OVER) UNDER		09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
TOTAL COMMUNITY SERVICES	1,140,180	837,918	73.5%	146,053	12.8%	302,262	3,504,991	787,303	22.5%
<b>71 DEBT SERVICE</b>									
6500 DEBT SERVICE FEES	250,374	49,298	19.7%	-	0.0%	201,076	-	-	--
TOTAL PAYMENTS TO JJAEP	250,374	49,298	19.7%	-	0.0%	201,076	-	-	--

**IRVING INDEPENDENT SCHOOL DISTRICT  
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	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD		(OVER) UNDER	09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES & MATERIALS	-	-	--	-	--	-	-	-	--
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
6600 CAPITAL OUTLAY	276,469	135,254	48.9%	41,386	15.0%	141,216	2,605,180	1,411,285	54.2%
TOTAL FACILITIES	276,469	135,254	48.9%	41,386	15.0%	141,216	2,605,180	1,411,285	54.2%
<b>95 PAYMENTS TO JJAEP:</b>									
6200 CONTRACTED SERVICES	190,000	15,180	8.0%	-	0.0%	174,820	190,000	3,000	1.6%
TOTAL PAYMENTS TO JJAEP	190,000	15,180	8.0%	-	0.0%	174,820	190,000	3,000	1.6%
<b>97 PAYMENTS TO TIF:</b>									
6400 OTHER EXPENSE	-	-	--	-	--	-	-	-	--
TOTAL PAYMENTS TO TIF	-	-	--	-	--	-	-	-	--27
<b>99 INTERGOVERNMENTAL CHARGES:</b>									
6200 CONTRACTED SERVICES	706,466	706,464	100.0%	176,616	25.0%	2	636,722	477,542	75.0%
TOTAL INTERGOVERNMENTAL CHARGES	706,466	706,464	100.0%	176,616	25.0%	2	636,722	477,542	75.0%
<b>OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	4,700,000	700,000	14.9%	-	0.0%	4,000,000	40,700	-	0.0%
TOTAL OTHER USES	4,700,000	700,000	14.9%	-	0.0%	4,000,000	40,700	-	0.0%
<b>TOTAL 6000 EXPENDITURES:</b>	<u>335,850,306</u>	<u>240,710,837</u>	<u>71.7%</u>	<u>25,245,823</u>	<u>7.5%</u>	<u>95,139,469</u>	<u>346,411,566</u>	<u>245,603,659</u>	<u>70.9%</u>
<b>EXCESS (DEFICIENCY)</b>									
REVENUE OVER EXPENDITURES:	(6,650,953)	21,144,683		<u>(13,387,882)</u>			(12,004,108)	40,154,421	
<b>BEGINNING FUND BALANCE:</b>	<u>86,582,771</u>	<u>114,137,493</u>					<u>118,093,034</u>	<u>118,093,034</u>	
<b>ENDING FUND BALANCE:</b>	<u>79,931,819</u>	<u>135,282,176</u>					<u>106,088,926</u>	<u>158,247,455</u>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF GENERAL OPERATING BUDGET & ACTUAL  
May 31, 2024**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD	(OVER) UNDER		09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE SUMMARY:</b>									
LOCAL REVENUE	169,716,122	149,579,812	88.1%	1,780,251	1%	20,136,311	177,430,630	179,916,982	101.4%
STATE REVENUE	149,950,419	104,357,867	69.6%	9,267,594	6%	45,592,552	143,876,828	97,448,912	67.7%
FEDERAL REVENUE	8,600,000	7,077,215	82.3%	374,896	4%	1,522,785	13,100,000	7,842,443	59.9%
OTHER SOURCES	932,812	840,627	90.1%	435,200	47%	92,185	-	549,743	--
TOTAL OTHER REVENUE SOURCES	329,199,354	261,855,521	79.5%	11,857,941	4%	67,343,833	334,407,458	285,758,080	85.5%
<b>APPROPRIATIONS/EXPENDITURES</b>									
<b>BUDGET CATEGORY SUMMARY:</b>									
6100 PAYROLL	275,799,419	205,188,699	74.4%	21,800,449	8%	70,610,720	282,395,513	205,716,693	72.8%
6200 SERVICES	20,459,259	14,870,744	72.7%	959,880	5%	5,588,515	24,579,904	17,668,175	71.9%
6300 SUPPLIES	20,165,159	10,470,871	51.9%	836,756	4%	9,694,288	22,595,788	11,690,240	51.7%
6400 OTHER EXPENSE	10,429,496	7,480,272	71.7%	707,461	7%	2,949,223	10,576,156	6,883,140	65.1%
6500 DEBT SERVICE FEES	250,374	119,564	47.8%	-	0%	130,810	-	-	--
6600 CAPITAL OUTLAY	4,046,599	1,880,687	46.5%	120,234	3%	2,165,912	6,223,504	3,645,412	58.6%
8900 OTHER USES	4,700,000	700,000	14.9%	-	0%	4,000,000	40,700	-	0.0%
TOTAL APPROPRIATIONS/EXPENDITURES	335,850,306	240,710,837	71.7%	24,424,780	7%	95,139,469	346,411,566	245,603,659	70.9%

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IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF FOOD SERVICE BUDGET & ACTUAL  
 May 31, 2024

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD			09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	(OVER) YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5742 INVESTMENT EARNINGS	80,000	1,234,344	1542.9%	139,941	174.9%	(1,154,344)	80,000	909,635	1137.0%
5749 MISCELLANEOUS REVENUE	-	-	0.0%	-	-	-	-	56,732	-
5751 FOOD SERVICES	1,000,000	801,994	80.2%	88,896	8.9%	198,006	2,000,000	1,052,105	52.6%
5755 ACTIVITY FUND RECEIPTS	50,000	-	0.0%	-	0.0%	50,000	50,000	-	0.0%
TOTAL LOCAL RESOURCES	<u>1,130,000</u>	<u>2,036,339</u>	<u>180.2%</u>	<u>228,837</u>	<u>20.3%</u>	<u>(906,339)</u>	<u>2,130,000</u>	<u>2,018,473</u>	<u>94.8%</u>
<b>STATE RESOURCES:</b>									
5829 TEA/NON-FOUNDATION REVENUE	120,000	-	0.0%	-	0.0%	120,000	120,000	95,877	79.9%
5839 STATE REVENUE TEXAS GRANTS	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL STATE RESOURCES	<u>120,000</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>120,000</u>	<u>120,000</u>	<u>95,877</u>	<u>79.9%</u>
<b>FEDERAL RESOURCES:</b>									
5921 SCHOOL BREAKFAST PROGRAM	6,000,000	5,916,445	98.6%	-	0.0%	83,555	5,500,000	6,298,762	114.5%
5922 NATIONAL SCHOOL LUNCH PROGRAM	15,640,000	13,655,264	87.3%	-	0.0%	1,984,736	15,640,000	14,781,682	94.5%
5923 USDA DONATED COMMODITIES	1,850,000	-	0.0%	-	0.0%	1,850,000	1,700,000	-	0.0%
5938 SUMMER FEEDING PROGRAM	-	-	-	-	-	-	-	-	-
5939 CACFP SUPPER PROGRAM	200,000	233,777	116.9%	-	0.0%	(33,777)	200,000	618,431	309.2%
TOTAL FEDERAL RESOURCES	<u>23,690,000</u>	<u>19,805,486</u>	<u>83.6%</u>	<u>-</u>	<u>0.0%</u>	<u>3,884,514</u>	<u>23,040,000</u>	<u>21,698,875</u>	<u>94.2%</u>
<b>TOTAL FOOD SERVICE REVENUE:</b>	<u>24,940,000</u>	<u>21,841,825</u>	<u>87.6%</u>	<u>228,837</u>	<u>0.9%</u>	<u>3,098,175</u>	<u>25,290,000</u>	<u>23,813,225</u>	<u>94.2%</u>
<b>EXPENDITURES:</b>									
<b>35 FOOD SERVICE:</b>									
6100 PAYROLL	9,461,378	8,913,290	94.2%	1,064,244	11.2%	548,088	8,693,765	8,542,120	98.3%
6200 CONTRACTED SERVICES	676,908	480,287	71.0%	35,792	5.3%	196,620	595,753	319,681	53.7%
6300 SUPPLIES	15,476,245	10,896,463	70.4%	1,510,003	9.8%	4,579,782	12,981,036	9,666,355	74.5%
6400 OTHER EXPENSE	79,701	65,582	82.3%	17,868	22.4%	14,119	108,600	55,869	51.4%
6600 CAPITAL OUTLAY	1,641,492	819,980	50.0%	30,544	1.9%	821,511	65,666	55,537	84.6%
FOOD SERVICE EXPENDITURES	<u>27,335,723</u>	<u>21,175,602</u>	<u>77.5%</u>	<u>2,658,452</u>	<u>9.7%</u>	<u>6,160,121</u>	<u>22,444,820</u>	<u>18,639,561</u>	<u>83.0%</u>
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	-	-	-	-	-	-	-
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6300 SUPPLIES	-	-	-	-	-	-	-	-	-
6400 OTHER EXPENSE	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-
EXTRA-CURRICULAR ACTIVITIES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	463,085	58,700	12.7%	5,691	1.2%	404,385	449,024	66,975	14.9%
6200 CONTRACTED SERVICES	9,980	9,240	92.6%	-	0.0%	740	328,275	9,240	2.8%
6300 SUPPLIES	249,247	173,377	69.6%	5,837	2.3%	75,869	273,142	129,697	47.5%
MAINTENANCE EXPENDITURES	<u>722,312</u>	<u>241,317</u>	<u>33.4%</u>	<u>11,528</u>	<u>1.6%</u>	<u>480,995</u>	<u>1,050,441</u>	<u>205,912</u>	<u>19.6%</u>
<b>81 FACILITIES:</b>									
6200 CONTRACTED SERVICES	-	-	-	-	-	-	-	-	-
6600 CAPITAL OUTLAY	-	-	-	-	-	-	218,141	-	0.0%
FACILITIES EXPENDITURES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>218,141</u>	<u>-</u>	<u>-</u>
<b>89 OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	-	-	-	-	0.0%	-	-	-	-
<b>TOTAL 6000 EXPENDITURES:</b>	<u>28,058,035</u>	<u>21,416,919</u>	<u>76.3%</u>	<u>2,669,980</u>	<u>9.5%</u>	<u>6,641,116</u>	<u>23,713,403</u>	<u>18,845,474</u>	<u>79.5%</u>
<b>EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:</b>	(3,118,035)	424,906		(2,441,143)			1,576,597	4,967,752	
<b>BEGINNING FUND BALANCE:</b>	<u>14,429,112</u>	<u>17,082,116</u>					<u>5,176,509</u>	<u>5,176,509</u>	
<b>ENDING FUND BALANCE:</b>	<u>11,311,077</u>	<u>17,507,022</u>					<u>6,753,106</u>	<u>10,144,261</u>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMPARISON OF DEBT SERVICE BUDGET & ACTUAL  
May 31, 2024**

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024			05/24 MTD		(OVER) UNDER	09/01/2022 to 05/31/2023		
	BUDGET	ACTUAL	%YTD	ACTUAL	%MTD	YTD BUDGET	BUDGET	ACTUAL	%YTD
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5711 TAXES CURRENT YEAR	61,000,850	57,837,998	94.8%	140,918	0.2%	3,162,852	45,278,925	45,189,631	99.8%
5712 DELINQUENT TAXES	100,000	(579,484.50)	-579.5%	6,288	6.3%	679,485	100,000	4,231	4.2%
5719 OTHER TAX RELATED REVENUE	-	264,417	--	30,764	--	(264,417)	-	269,282	--
TOTAL TAXES	<u>61,100,850</u>	<u>57,522,930</u>	<u>94.1%</u>	<u>177,970</u>	<u>0.3%</u>	<u>3,577,920</u>	<u>45,378,925</u>	<u>45,463,143</u>	<u>100.2%</u>
5742 INVESTMENT EARNINGS	450,000	136,960	30.4%	15,750	3.5%	313,040	25,000	288,266	1153.1%
TOTAL LOCAL RESOURCES	<u>61,550,850</u>	<u>57,659,890</u>	<u>93.7%</u>	<u>193,720</u>	<u>0.3%</u>	<u>3,890,960</u>	<u>45,403,925</u>	<u>45,751,409</u>	<u>100.8%</u>
<b>STATE RESOURCES (EDA):</b>									
5829 TEA/NON-FOUNDATION REVENUE	-	3,339,861	--	-	--	(3,339,861)	-	1,492,048	--
TOTAL STATE RESOURCES	<u>-</u>	<u>3,339,861</u>	<u>--</u>	<u>-</u>	<u>--</u>	<u>(3,339,861)</u>	<u>-</u>	<u>1,492,048</u>	<u>--</u>
<b>OTHER SOURCES:</b>									
7911 SALE OF BONDS	-	-	--	-	--	-	-	-	--
7915 INTERFUND TRANSFERS IN	-	-	--	-	--	-	-	-	--
7916 PREMIUM (DISCOUNT) BONDS	-	-	--	-	--	-	-	-	--
TOTAL OTHER SOURCES	<u>-</u>	<u>-</u>	<u>--</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
<b>TOTAL REVENUE:</b>	<u>61,550,850</u>	<u>60,999,751</u>	<u>99.1%</u>	<u>193,720</u>	<u>0.3%</u>	<u>551,099</u>	<u>45,403,925</u>	<u>47,243,457</u>	<u>104.1%</u>
<b>EXPENDITURES:</b>									
<b>71 DEBT SERVICE:</b>									
6500 DEBT SERVICE FEES	61,500,850	48,218,025	78.4%	-	0.0%	13,282,825	45,278,925	39,558,800	87.4%
DEBT SERVICE EXPENDITURES	<u>61,500,850</u>	<u>48,218,025</u>	<u>78.4%</u>	<u>-</u>	<u>0.0%</u>	<u>13,282,825</u>	<u>45,278,925</u>	<u>39,558,800</u>	<u>87.4%</u>
<b>OTHER USES:</b>									
8949 REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	--
TOTAL OTHER USES	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
<b>TOTAL EXPENDITURES:</b>	<u>61,500,850</u>	<u>48,218,025</u>	<u>78.4%</u>	<u>-</u>	<u>0.0%</u>	<u>13,282,825</u>	<u>45,278,925</u>	<u>39,558,800</u>	<u>87.4%</u>
<b>EXCESS (DEFICIENCY) REVENUE OVER EXPENDITURES:</b>	50,000	12,781,726		<u>193,720</u>			125,000	7,684,657	
<b>BEGINNING FUND BALANCE:</b>	<u>9,580,167</u>	<u>11,610,709</u>					<u>10,914,557</u>	<u>10,914,557</u>	
<b>ENDING FUND BALANCE:</b>	<u>9,630,167</u>	<u>24,392,435</u>					<u>11,039,557</u>	<u>18,599,214</u>	

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUND TYPES  
09/01/2023-05/31/2024**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	<b>REVENUE:</b>				
5700	Local and Intermediate Sources	\$ 149,579,812	\$ 249,216	\$ 57,659,890	\$ 14,728,368
5800	State Program Revenues	104,357,867.42	1,642,735	3,339,861	-
5900	Federal Program Revenues	7,077,215	29,923,855	-	-
5020	Total Revenue:	\$ 261,014,894	31,815,805	60,999,751	14,728,368
	<b>EXPENDITURES:</b>				
0010	Instruction and Instructional-Related	148,433,570	16,899,235	-	507,121
0020	Instructional and School Leadership	20,552,725	2,086,005	-	619,055
0030	Support Services - Student (Pupil)	30,470,683	1,745,371	-	30,824
0040	Administrative Support Services	7,976,321	9,225,437	-	1,761,609
0050	Support Services - Nonstudent Based	30,833,425	1,712,173	-	3,100,300
0060	Community Services	837,918	1,885,446	-	-
0070	Debt Service	-	5,906	48,218,025	-
0080	Capital Outlay	135,254	-	-	15,676,977
0090	Intergovernmental Charges/JJAE/PI	721,644	-	-	-
6030	Total Expenditures:	239,961,540	33,559,573	48,218,025	21,695,886
	<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPEND</b>	<u>21,053,354</u>	<u>(1,743,768)</u>	<u>12,781,726</u>	<u>(6,967,517)</u>
7900	<b>OTHER FINANCING SOURCES:</b>				
	Proceeds from Sale of Fixed Assets	17,200	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Interfund Transfers In	823,427	-	-	-
7020	Total Other Financing Sources:	840,627	-	-	-
8900	<b>OTHER FINANCING USES:</b>				
	Refunding Bonds	-	-	-	-
	Interfund Transfers Out	700,000	-	-	-
8030	Total Other Financing Uses:	700,000	-	-	-
	<b>TOTAL OTHER FINANCING SOURCES</b>	<u>140,627</u>	<u>-</u>	<u>-</u>	<u>-</u>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AI</b>	21,193,981	(1,743,768)	12,781,726	(6,967,517)
0100	<b>FUND BALANCE - September 1 (Begin)</b>	138,593,951	105,741	16,720,590	360,269,351
3000	<b>FUND BALANCE (DEFICIT) - (Ending)</b>	\$ 159,787,932	\$ (1,638,027)	\$ 29,502,316	\$ 353,301,834

**IRVING INDEPENDENT SCHOOL DISTRICT  
COMBINED STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCES  
ALL GOVERNMENTAL FUND TYPES  
09/01/2022-5/31/2023**

DATA CONTROL CODES		GOVERNMENTAL FUND TYPES			
		100-199	200-499	500-599	600-699
		GENERAL	SPECIAL REVENUE EXCLUDING FOOD SERVICE	DEBT SERVICE	CAPITAL PROJECTS
	<b>REVENUE:</b>				
5700	Local and Intermediate Sources	\$ 179,916,982	\$ 161,503	\$ 45,751,409	\$ -
5800	State Program Revenues	97,448,912.34	2,116,603	1,492,048	-
5900	Federal Program Revenues	7,842,443	31,366,298	-	-
5020	Total Revenue:	\$ 285,208,338	33,644,404	47,243,457	-
	<b>EXPENDITURES:</b>				
0010	Instruction and Instructional-Relate	151,516,914	23,620,069	-	-
0020	Instructional and School Leadershij	22,043,352	1,769,494	-	-
0030	Support Services - Student (Pupil)	28,792,902	1,983,579	-	-
0040	Administrative Support Services	7,916,244	7,962,988	-	-
0050	Support Services - Nonstudent Basi	32,655,118	1,414,161	-	170,279
0060	Community Services	787,303	1,765,284	-	-
0070	Debt Service	-	-	39,558,800	-
0080	Capital Outlay	1,411,285	-	-	355,520
0090	Intergovernmental Charges/JJAEP,	480,542	-	-	-
6030	Total Expenditures:	245,603,659	38,515,575	39,558,800	525,799
	<b>EXCESS (DEFICIENCY) REVENUE OVER (UNDER) EXPE</b>	<u>39,604,678</u>	<u>(4,871,171)</u>	<u>7,684,657</u>	<u>(525,799)</u>
7900	<b>OTHER FINANCING SOURCES:</b>				
	Proceeds from Sale of Fixed Assets	151,800	-	-	-
	Proceeds from Sale of Bonds	-	-	-	-
	Premium (Discount) Bonds Payable	-	-	-	-
	Operating Transfers In	-	-	-	-
	Special Items	-	-	-	-
	Interfund Transfers In	307,020	-	-	9,965,000
7020	Total Other Financing Sources:	<u>458,820</u>	<u>-</u>	<u>-</u>	<u>9,965,000</u>
8900	<b>OTHER FINANCING USES:</b>				
	Refunding Bonds	-	-	-	-
	Operating Transfers Out	-	-	-	-
8030	Total Other Financing Uses:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
	<b>TOTAL OTHER FINANCING SOURCI</b>	<u>458,820</u>	<u>-</u>	<u>-</u>	<u>9,965,000</u>
1200	<b>EXCESS (DEFICIENCY) REVENUE AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES</b>	40,063,498	(4,871,171)	7,684,657	9,439,201
0100	<b>FUND BALANCE - September 1 (Be</b>	<u>86,201,136</u>	<u>33,453</u>	<u>(8,948,234)</u>	<u>5,511,642</u>
3000	<b>FUND BALANCE (DEFICIT) - (Endin</b>	<u>\$ 126,264,634</u>	<u>\$ (4,837,718)</u>	<u>\$ (1,263,577)</u>	<u>\$ 14,950,843</u>

IRVING INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF INTERNAL SERVICE FUNDS BUDGET & ACTUAL  
 May 31, 2024

	CURRENT YEAR						PRIOR YEAR		
	09/01/2023 to 05/31/2024		YTD	05/24		(OVER) UNDER	09/01/2022 to 05/31/2023		YTD
	BUDGET	ACTUAL		%YTD	MTD		%MTD	BUDGET	
<b>REVENUE:</b>									
<b>LOCAL RESOURCES:</b>									
5739 OTHER TUITION AND FEES	-	-	--	-	--	-	-	-	--
5742 INVESTMENT EARNINGS	1,000.00	92,938.78	9293.9%	10,537	1053.7%	(91,939)	1,000	68,490	6849.0%
5744 GIFTS AND BEQUESTS	-	-	--	-	--	-	-	-	--
5749 MISCELLANEOUS REVENUE	435,647	338,202	77.6%	-	0.0%	97,445	435,647	408,868	93.9%
5751 FOOD SERVICES	-	-	--	-	--	-	-	-	--
5754 INTERFUND TRANSACTIONS	2,040,368	1,112,738	54.5%	120,252	5.9%	927,630	2,040,368	1,150,894	56.4%
5755 ACTIVITY FUND RECEIPTS	250	-	0.0%	-	0.0%	250	250	-	0.0%
5769 REVENUE FROM INTERMEDIATE	-	-	--	-	--	-	-	-	--
TOTAL LOCAL RESOURCES	<u>2,477,265</u>	<u>1,543,879</u>	<u>62.3%</u>	<u>130,788</u>	<u>5.3%</u>	<u>933,386</u>	<u>2,477,265</u>	<u>1,628,252</u>	<u>65.7%</u>
<b>OTHER SOURCES:</b>									
7901 SALE OF REFUNDING BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7911 SALE OF BONDS	-	-	0.0%	-	0.0%	-	-	-	0.0%
7915 INTERFUND TRANSFER IN	700,000	700,000.00	100.0%	-	0.0%	-	40,700	-	0.0%
7916 PREMIUM (DISCOUNT) BONDS PAY	-	-	0.0%	-	0.0%	-	-	-	0.0%
7999 OTHER MISC SOURCES	-	-	0.0%	-	0.0%	-	-	-	0.0%
TOTAL OTHER SOURCES	<u>700,000</u>	<u>700,000.00</u>	<u>0.0%</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>40,700</u>	<u>-</u>	<u>0.0%</u>
<b>TOTAL INTERNAL SERVICE FUNDS REVENUE</b>	<u>3,177,265</u>	<u>2,243,879</u>	<u>70.6%</u>	<u>130,788</u>	<u>4.1%</u>	<u>933,386</u>	<u>2,517,965</u>	<u>1,628,252</u>	<u>64.7%</u>
<b>EXPENDITURES:</b>									
<b>13 STAFF DEVELOPMENT:</b>									
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL STAFF DEVELOPMENT	-	-	--	-	--	-	-	-	--
<b>21 INSTRUCTIONAL ADMINISTRATION:</b>									
6100 PAYROLL	225,387	179,364	79.6%	18,657	8.3%	46,023	225,387	162,329	72.0%
6200 CONTRACTED SERVICES	-	-	--	-	--	-	2,173	2,173	100.0%
6300 SUPPLIES	200,010	120,065	60.0%	691	0.3%	79,945	197,837	158,239	80.0%
6400 OTHER EXPENSE	10,500	108,605	1034.3%	48,232	459.4%	(98,105)	10,500	1,273	12.1%
6600 CAPITAL OUTLAY	-	2,712	--	-	--	(2,712)	-	-	--
TOTAL INSTRUCTIONAL ADMINISTRATION	<u>435,897</u>	<u>410,745</u>	<u>94.2%</u>	<u>67,581</u>	<u>15.5%</u>	<u>25,152</u>	<u>435,897</u>	<u>324,014</u>	<u>74.3%</u>
<b>35 FOOD SERVICE</b>									
6100 PAYROLL COSTS	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES	-	-	--	-	--	-	-	-	--
<b>36 EXTRA-CURRICULAR ACTIVITIES:</b>									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	-	--	-	--	-	-	-	--
6300 SUPPLIES	-	-	--	-	--	-	-	-	--
6400 OTHER OPERATING COST	-	-	--	-	--	-	-	-	--
TOTAL EXTRA-CURRICULAR ACTIVITIES	-	-	--	-	--	-	-	-	--
<b>41 GENERAL ADMINISTRATION:</b>									
6100 PAYROLL	177,270	105,709	59.6%	10,966	6.2%	71,561	177,270	92,565	52.2%
6200 CONTRACTED SERVICES	2,065,795	1,344,533	65.1%	1,391	0.1%	721,262	235,153	157,546	67.0%
6300 SUPPLIES	44,646	6,499	14.6%	27	0.1%	38,147	41,037	9,833	24.0%
6400 OTHER EXPENSE	314,545	360,214	114.5%	52,446	16.7%	(45,668)	1,545,985	523,092	33.8%
6600 CAPITAL OUTLAY	97,645	84,632	86.7%	632	0.6%	13,013	40,700	9,868	24.2%
TOTAL GENERAL ADMINISTRATION	<u>2,699,901</u>	<u>1,901,587</u>	<u>70.4%</u>	<u>65,462</u>	<u>2.4%</u>	<u>798,314</u>	<u>2,040,145</u>	<u>792,904</u>	<u>38.9%</u>
<b>OTHER USES:</b>									
8911 INTERFUND TRANSFERS OUT	316,306	316,306	100.0%	316,306	100.0%	-	-	-	--
TOTAL OTHER USES	<u>316,306</u>	<u>316,306</u>	<u>100.0%</u>	<u>316,306</u>	<u>100.0%</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>--</u>
<b>51 MAINTENANCE:</b>									
6100 PAYROLL	-	-	--	-	--	-	-	-	--
6200 CONTRACTED SERVICES	-	1,242	--	-	--	(1,242)	456	304	66.7%
6300 SUPPLIES	3,660	-	0.0%	-	0.0%	3,660	660	-	0.0%
6400 OTHER OPERATING COST	37,807	36,563	96.7%	283	0.7%	1,244	40,807	39,155	96.0%
TOTAL EXTRA-CURRICULAR ACTIVITIES	<u>41,467</u>	<u>37,806</u>	<u>--</u>	<u>283</u>	<u>--</u>	<u>3,661</u>	<u>41,923</u>	<u>39,459</u>	<u>--</u>
<b>TOTAL 6000 EXPENDITURES:</b>	<u>3,493,571</u>	<u>2,666,444</u>	<u>76.3%</u>	<u>449,632</u>	<u>12.9%</u>	<u>827,127</u>	<u>2,517,965</u>	<u>1,156,378</u>	<u>45.9%</u>
<b>NET INCOME (LOSS)</b>	(316,306)	(422,565)		(318,844)		-	-	471,874	
<b>BEGINNING FUND BALANCE:</b>	<u>69,855</u>	<u>482,982</u>				<u>506,023</u>	<u>506,023</u>		
<b>ENDING FUND EQUITY BALANCE:</b>	<u>(246,451)</u>	<u>60,418</u>				<u>506,023</u>	<u>977,897</u>		

**IRVING INDEPENDENT SCHOOL DISTRICT  
 COMBINED STATEMENT OF REVENUE, EXPENSES AND  
 CHANGES IN FUND NET ASSETS  
 INTERNAL SERVICE FUNDS  
 09/01/2023-05/31/2024**

	<b>FOOD SERVICE VENDING 712</b>	<b>WORKERS COMPENSATION 771</b>	<b>UNEMPLOYMENT 772</b>	<b>SCIENCE REFURBISHMENT 774</b>	<b>PRINTSHOP SERVICE CENTER 775</b>	<b>TOTAL PROPRIETARY FUNDS 700-799</b>
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ -	\$ 1,015,031	\$ 9,224	\$ 337,005	\$ 89,680	\$ 1,450,940
5020 Total Operating Revenue	-	1,015,031	9,224	337,005	89,680	1,450,940
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	-	66,075	39,634	179,364		285,072
6200 Professional/Contracted Services	-	1,317,142			28,634	1,345,776
6300 Supplies and Materials	-	3,329	-	120,065	3,170	126,564
6400 Claims, Admin, & Other Expenses	-	361,561	35,216	108,605		505,382
6600 Capital Outlay				2,712	84,632	87,344
6030 Total Operating Expenses	-	1,748,107	74,850	410,745	116,436	2,350,138 <sup>34</sup>
Operating Income (Loss)	-	(733,076)	(65,626)	(73,740)	(26,756)	(899,197)
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	92,939	-	-	-	92,939
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	700,000	-	-	-	700,000
<b>OTHER USES</b>						
8911 Interfund Transfers Out	-	-	-	316,306	-	316,306
<b>CHANGE IN NET ASSETS</b>						
	\$ -	\$ 59,863	\$ (65,626)	\$ (390,046)	\$ (26,756)	\$ (422,565)
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 1,505,735	\$ 550,567	\$ (369,847)	\$ 51,891	\$ 1,738,346
3000 <b>TOTAL NET ASSETS</b>	<u>\$ -</u>	<u>\$ 1,565,598</u>	<u>\$ 484,941</u>	<u>\$ (759,893)</u>	<u>\$ 25,135</u>	<u>\$ 1,315,781</u>

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

	<b>FOOD SERVICE VENDING 712</b>	<b>WORKERS COMPENSATION 771</b>	<b>UNEMPLOYMENT 772</b>	<b>SCIENCE REFURBISHMENT 774</b>	<b>PRINTSHOP SERVICE CENTER 775</b>	<b>TOTAL PROPRIETARY FUNDS 700-799</b>
<b>OPERATING REVENUE</b>						
5700 Charges for Services	\$ -	\$ 999,245	\$ 9,077	\$ 408,500	\$ 142,941	\$ 1,559,762
5020 Total Operating Revenue	-	999,245	9,077	408,500	142,941	1,559,762
<b>OPERATING EXPENSES</b>						
6100 Payroll Costs	-	59,044	33,522	162,329		254,895
6200 Professional/Contracted Services	-	46,936		2,173	110,913	160,022
6300 Supplies and Materials	-	6,686	-	158,239	3,147	168,073
6400 <b>Claims, Admin, &amp; Other Expenses</b>	-	562,248	-	1,273		563,520
6030 Total Operating Expenses	-	674,914	33,522	324,014	123,928	1,156,378
Operating Income (Loss)	-	324,331	(24,445)	84,486	19,013	403,384 <sup>35</sup>
<b>NON-OPERATING REVENUE</b>						
5742 Interest Income	-	68,490	-	-	-	68,490
<b>OTHER SOURCES</b>						
7900 Interfund Transfers In	-	-	-	-	-	-
<b>CHANGE IN NET ASSETS</b>						
	\$ -	\$ 392,821	\$ (24,445)	\$ 84,486	\$ 19,013	\$ 471,874
0100 Total Net Assets - September 1 (Beginning)	\$ -	\$ 860,915	\$ 645,866	\$ (151,342)	\$ (703)	\$ 1,354,736
3000 <b>TOTAL NET ASSETS</b>	\$ -	\$ 1,253,736	\$ 621,421	\$ (66,856)	\$ 18,310	\$ 1,826,610

CONSOLIDATED BALANCE SHEET FOR GO 2024 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	1,038,434.58	-12,805,032.95
1151	IMPREST FUNDS	.00	731.13
1152	IMPREST CAFT/ACCT. OVER/UNDER	.00	-136.10
1153	IMPREST CHANGE FUND	150.00	3,354.45
1170	LEGACY TEXAS MMA	3,046.12	11,201,842.67
1172	CERTIFICATES OF DEPOSIT	.00	10,000,000.00
1173	AGENCY SECURITIES	.00	1,132,724.66
1175	TEXPOOL	5,023.14	1,117,562.21
1176	TEXSTAR	43,759.36	9,750,797.92
1177	LONE STAR POOL	28,887.30	5,958,781.82
1178	TEXAS CLASS	-14,871,628.36	104,555,136.48
1179	LOGIC	42,734.94	9,324,961.53
1180	LANDING ROCK INVESTORS	46,081.93	10,862,045.20
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	5,474,418.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-2,309,289.00
1251	ACCRUED INTEREST	578.13	-52,256.22
1262	DUE FROM SPECIAL REVENUE	.00	13,945,786.00
1263	DUE FROM I & S	166.36	-3,610.03
1266	DUE FROM INTERNAL SERVICE FUND	.00	497,871.00
1291	RECEIVABLES	.00	-.25
1295	DUE FROM TRISTAR	-12,977.50	78,218.56
1311	INVENTORIES - GENERAL SUPPLIES	-48,556.52	245,657.92
1312	INVENTORIES - SCHOOLDUDE	-9,168.55	295,195.01
1313	POSTAGE	-3,555.73	40,531.11
1411	DEFERRED EXPENDITURES	.00	57,420.00
1493	RETURNED CHECKS	.00	9,493.84
1495	PREPAID EXPENSE	.00	9,980.30
	<b>TOTAL ASSETS</b>	<b>-13,737,024.80</b>	<b>169,392,185.26</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	-20,273.88	-11,370.93
2111	ACCOUNTS PAYABLE	190,429.48	-21,833.09
2113	TAX REFUNDS/ATTNY'S FEE	48,852.50	-163,477.37
2114	RETAINAGES	.00	-15,425.92
2161	ACCRUED WAGES PAYABLE	.00	-16,788,147.73
2181	DUE TO STATE	466.34	-14,151,426.20
2199	CREDIT CARD SUSPENSION	80,475.74	-20,402.49
2311	DEFERRED REVENUE	-346.68	-3,170,579.93
	<b>TOTAL LIABILITIES</b>	<b>299,603.50</b>	<b>-34,342,663.66</b>
<b>FUND BALANCE</b>			
3411	RESERVE FOR INVENTORIES	.00	-813,061.00
3431	RESERVE FOR PREPAID ITEMS	.00	-171,821.00
3441	RESERVE FOR OUTSTANDING ENCUMB	.00	392,378.42

CONSOLIDATED BALANCE SHEET FOR GO 2024 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>FUND BALANCE</b>			
3591	OTHER DESIGNATED FUND BALANCE	.00	-31,314,102.99
3610	FUND BALANCE FOR PEIMS	.00	14.69
3611	FUND BALANCE BEG-OF-YEAR	.00	-81,997,532.41
3612	BUDGET SURPLUS/DEFICIT	4,315,801.08	6,650,238.54
4310	RESERVE FOR ENCUMBRANCES	287,726.31	-7,268,139.34
4311	RESERVE FOR ENCUMBRANCES	-287,726.31	7,268,139.34
5010	ESTIMATED REVENUE - CO	661,410.73	329,199,353.58
5050	REALIZED REVENUE - CO	-11,726,904.92	-261,855,520.75
6010	APPROPRIATED EXPENDITURES - CO	-4,977,211.81	-335,850,306.12
6050	EXPENDITURES - CO	25,164,326.22	240,710,837.44
	TOTAL FUND BALANCE	13,437,421.30	-135,049,521.60
	TOTAL LIABILITIES + FUND BALANCE	13,737,024.80	-169,392,185.26

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CONSOLIDATED BALANCE SHEET FOR DS 2024 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	178,136.88	19,300,401.17
1177	LONE STAR POOL	4,223.64	940,892.42
1178	TEXAS CLASS	11,328.75	4,128,448.99
1222	PROPERTY TAXES - DELQ-PRIOR YE	.00	1,570,925.00
1231	ALLOWANCE FOR UNCOLLECTABLE TA	.00	-696,250.00
	<b>TOTAL ASSETS</b>	<b>193,689.27</b>	<b>25,244,417.58</b>
<b>LIABILITIES</b>			
2171	DUE TO GENERAL FUND	-166.36	3,610.03
2184	DUE TO STATE	.00	-269,968.00
2311	DEFERRED REVENUE	.00	-874,675.00
	<b>TOTAL LIABILITIES</b>	<b>-166.36</b>	<b>-1,141,032.97</b>
<b>FUND BALANCE</b>			
3480	RESTRICTED - LT DEBT RETIREMEN	.00	-11,321,660.82
3611	FUND BALANCE BEG-OF-YEAR	.00	1.93
3612	BUDGET SURPLUS/DEFICIT	.00	-50,000.00
5010	ESTIMATED REVENUE - CO	.00	61,550,850.00
5050	REALIZED REVENUE - CO	-193,522.91	-60,999,750.72
6010	APPROPRIATED EXPENDITURES - CO	.00	-61,500,850.00
6050	EXPENDITURES - CO	.00	48,218,025.00
	<b>TOTAL FUND BALANCE</b>	<b>-193,522.91</b>	<b>-24,103,384.61</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>-193,689.27</b>	<b>-25,244,417.58</b>

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CONSOLIDATED BALANCE SHEET FOR FS 2024 9

OBJ	OBJ DESCRIPTION	NET CHANGE FOR PERIOD	ACCOUNT BALANCE
<b>ASSETS</b>			
1111	CASH IN BANK	512,753.71	-12,079,985.31
1151	IMPREST FUNDS	.00	1,000.00
1153	IMPREST CHANGE FUND	.00	805.00
1178	TEXAS CLASS	139,940.81	30,516,130.74
1241	DUE FROM STATE	-3,211,556.61	-1,566,371.03
1311	INVENTORIES - GENERAL SUPPLIES	.00	119,202.28
	<b>TOTAL ASSETS</b>	<b>-2,558,862.09</b>	<b>16,990,781.68</b>
<b>LIABILITIES</b>			
2110	ACTIVE CARD INTEGRATION PAYABL	.00	4,938.37
2111	ACCOUNTS PAYABLE	100,779.41	-266,244.53
	<b>TOTAL LIABILITIES</b>	<b>100,779.41</b>	<b>-261,306.16</b>
<b>FUND BALANCE</b>			
3451	RESERVE - FOOD SERVICE	.00	-16,304,569.56
3612	BUDGET SURPLUS/DEFICIT	4,818,850.00	3,118,035.00
4310	RESERVE FOR ENCUMBRANCES	202,363.24	-607,677.75
4311	RESERVE FOR ENCUMBRANCES	-202,363.24	607,677.75
5010	ESTIMATED REVENUE - CO	.00	24,940,000.00
5050	REALIZED REVENUE - CO	-211,897.54	-21,841,825.07
6010	APPROPRIATED EXPENDITURES - CO	-4,818,850.00	-28,058,035.00
6050	EXPENDITURES - CO	2,669,980.22	21,416,919.11
	<b>TOTAL FUND BALANCE</b>	<b>2,458,082.68</b>	<b>-16,729,475.52</b>
	<b>TOTAL LIABILITIES + FUND BALANCE</b>	<b>2,558,862.09</b>	<b>-16,990,781.68</b>

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**CONSENT AGENDA**  
07/22/2024

**TOPIC:** Consider Approval of Resolution and Order No. 23-24-15 Authorizing July Amendment to the 2023-2024 Budget

<b>Revenue &amp; Other Resources</b>	<b>Approved Budget</b>	<b>Amended Budget</b>	<b>Proposed Amendments</b>	<b>Amended Budget</b>
General Operating Fund	\$329,199,354		19,893	\$329,219,246
Food Service Fund	24,940,000		-	\$24,940,000
Debt Service Fund	61,550,850		-	\$61,550,850
<b>Total Revenue &amp; Other Sources</b>	<b>\$415,690,204</b>		<b>\$ 19,893</b>	<b>\$ 415,710,096</b>

<b>Appropriations &amp; Other Uses</b>	<b>Approved Budget</b>	<b>Amended Budget</b>	<b>Proposed Amendments</b>	<b>Amended Budget</b>
General Operating Fund	\$ 335,850,306		\$ 18,071	\$335,868,378
Food Service Fund	28,058,035		-	28,058,035
Debt Service Fund	61,500,850		-	61,500,850
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 425,409,191</b>		<b>\$ 18,071</b>	<b>\$425,427,263</b>

**SUBMITTED BY:** Fernando Natividad, Chief Financial Officer and Mahdia Lalee, Director of Business Operations

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

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends approving Resolution and Order No. 23-24-15 increasing the districts total budgeted revenue to \$415,710,096 increasing total appropriations to \$425,427,263.

**RECOMMENDED BOARD MOTION:** I move the Board approve Resolution and Order No. 23-24-15.

**ATTACHMENTS:**

1. Memo from Mahdia Lalee to Fernando Natividad
2. Resolution and Order No. 23-24-15

## AGENDA SHEET

**Meeting Date:** 07/22/2024

**Resolution/Order No.:** 23-24-15

**Topic:** A Resolution of the Board of Trustees of the Irving Independent School District Adopting an Order Approving Amendment to the 2023-2024 Budget, Appropriating Necessary Funds for Certain Transactions or Projects, and Authorizing Other Matters Relating to the Subject.

**WHEREAS**, the Board of Trustees of the Irving Independent School District heretofore adopted the District's Budget for the 2023-2024 fiscal year which contained estimates of resources and revenues for the year from various sources, and included various capital projects and purchases to be undertaken during the fiscal year, together with the estimated costs thereof; and

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

**WHEREAS**, the Administrative Staff of the District has submitted proposed amendments to the 2023-2024 Budget reflecting the funds and sources of revenues to be allocated to and appropriated for the described projects or activities, a true and correct copy being attached hereto and marked Exhibit "A".

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

**SECTION 1:** The proposed amendments to the Budget for the 2023-2024 fiscal year, as amended, as filed and submitted to the District's Board of Trustees and described in Exhibit "A" hereto, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the remainder of the year, together with estimated costs thereof, and estimates amounts of all other proposed expenditures, are hereby approved and adopted.

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

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

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

**IT IS SO RESOLVED.**

**PASSED, APPROVED AND ENACTED** by the Board of Trustees of the Irving Independent School District, Irving, Texas, on 7/22/2024, at a duly constituted meeting for which notice was timely given.

\_\_\_\_\_  
President  
Board of Trustees  
Irving Independent School District

ATTEST:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Secretary  
Board of Trustees  
Irving Independent School District

\_\_\_\_\_  
Chief Legal Counsel  
Irving Independent School District

Date: July 22, 2024  
 To: Fernando Natividad, Chief Financial Officer  
 From: Mahdia Lalee, Director of Business Operations  
 Subject: July Amendment to the 2023-2024 Budget

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**General Operating Fund**

Total budgeted revenue to increase by \$19,893 dollars and total budgeted appropriations and other uses increase by \$18,071 which is summarized as follows:

Revenue:

➤ Increase to campus activity funds		
5755 – Activity Fund Receipt	19,893	19,893
		<hr/>
		\$ 19,893
		<hr/>

Appropriations:

➤ Increases (decreases) to campus activity funds (from campus fund balance) to reflect increase in fund balance:		
Function 11 – Instruction	(2,386)	
Function 12 – Library	1,140	
Function 13 – Staff Development	4,528	
Function 23 – School Administration	10,015	
Function 31 – Guidance and Counseling	4,760	
Function 36 – Extra-Curricular Activities	14	18,071
➤ Increases (decreases) to budget for other transfers:		
Function 11 – Instruction	(108,496)	
Function 12 – Library	14,815	
Function 13 – Staff Development	(52,279)	
Function 21 – Instructional Administration	(307,104)	
Function 23 – School Administration	130,846	
Function 31 – Guidance and Counseling	98,830	
Function 33 – Health Services	(1,249)	
Function 34 – Pupil Transportation	(80,000)	
Function 35 – Food Service	(1,600)	
Function 36 – Extra-Curricular Activities	11,626	
Function 41 – General Administration	(1,040)	
Function 51 – Maintenance and Operation	341,555	
Function 52 – Security and Monitoring Services	(191,267)	
Function 53 – Data Processing Services	83,671	
Function 61 – Community Services	61,692	0
		<hr/>
		\$ 18,071
		<hr/>

**Food Service and Debt Service Fund**

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

**July Amendments to the 2023-2024 Budget**

Increasing revenue to	\$415,710,096
Increasing appropriations to	\$425,427,263

	Approved Amended Budget	Proposed Amendments	Amended Budget
Revenue:			
General Operating Fund	\$329,199,354	19,893	\$329,219,246
Food Service Fund	24,940,000	-	\$24,940,000
Debt Service Fund	61,550,850	-	\$61,550,850
	<u>\$415,690,204</u>	<u>19,893</u>	<u>\$415,710,096</u>
Appropriations:			
General Operating Fund	335,850,306	18,071	\$335,868,378
Food Service Fund	28,058,035	-	28,058,035
Debt Service Fund	61,500,850	-	61,500,850
	<u>\$425,409,191</u>	<u>18,071</u>	<u>\$425,427,263</u>
<b>Net Decrease to General Operating Fund Balance</b>		<u>1,821</u>	
<b>Net Decrease to Food Service Fund Balance</b>		<u>-</u>	
<b>Net Decrease to Debt Service Fund Balance</b>		<u>-</u>	

IRVING INDEPENDENT SCHOOL DISTRICT  
OFFICIAL DISTRICT BUDGET  
GENERAL OPERATING FUND  
July 2024 BUDGET AMENDMENT

	<u>ORIGINAL BUDGET</u>	<u>PROPOSED AMENDMENTS TO ORIGINAL BUDGET</u>	<u>APPROVED AMENDED BUDGET</u>	<u>PROPOSED AMENDMENTS</u>	<u>NEW AMENDED BUDGET</u>
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5711 TAXES CURRENT YEAR	165,491,762	-	165,491,762	-	165,491,762
5712 DELINQUENT TAXES	245,542	-	245,542	-	245,542
5719 OTHER TAX RELATED REVENUE	480,000	-	480,000	-	480,000
<b>TOTAL TAXES</b>	<u>166,217,304</u>	<u>-</u>	<u>166,217,304</u>	<u>-</u>	<u>166,217,304</u>
<b>OTHER LOCAL REVENUE:</b>					
5735 SUMMER SCHOOL	-	-	-	-	-
5738 PARKING FEES	4,500	-	4,500	-	4,500
5739 OTHER TUITION AND FEES	200,000	-	200,000	-	200,000
5742 INVESTMENT EARNINGS	250,000	-	250,000	-	250,000
5743 RENTAL OF FACILITIES	70,000	-	70,000	-	70,000
5744 GIFTS AND BEQUESTS	162,450	10,890	173,340	-	173,340
5745 NET INSURANCE RECOVERY	200,000	-	200,000	-	200,000
5746 TIF TAXES COLLECTED	-	-	-	-	-
5749 MISCELLANEOUS	500,000	-	500,000	-	500,000
5752 ATHLETIC	-	-	-	-	-
5755 ACTIVITY FUND RECEIPTS	1,000,000	650,749	1,650,749	19,893	1,670,642
5766 CONCURRENT ENROLLMENT	50,000	-	50,000	-	50,000
5767 IRVING SCHOOL FOUNDATION	-	200,230	200,230	-	200,230
5769 REVENUE FROM INTERMEDIATE	200,000	-	200,000	-	200,000
<b>TOTAL OTHER LOCAL RESOURCES</b>	<u>2,636,950</u>	<u>861,868</u>	<u>3,498,818</u>	<u>19,893</u>	<u>3,518,711</u>
<b>TOTAL LOCAL RESOURCES</b>	<u>168,854,254</u>	<u>861,868</u>	<u>169,716,122</u>	<u>19,893</u>	<u>169,736,015</u>
<b>STATE RESOURCES:</b>					
5811 PER CAPITA	-	-	-	-	-
5812 FOUNDATION ENTITLEMENTS	137,450,419	-	137,450,419	-	137,450,419
5819 FOUNDATION SUMMER SCHOOL	-	-	-	-	-
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
5831 STATE T.R.S. ON BEHALF	12,500,000	-	12,500,000	-	12,500,000
<b>TOTAL STATE RESOURCES</b>	<u>149,950,419</u>	<u>-</u>	<u>149,950,419</u>	<u>-</u>	<u>149,950,419</u>
<b>FEDERAL RESOURCES:</b>					
5929 FEDERAL REVENUE - INDIRECT COST	4,000,000	-	4,000,000	-	4,000,000
5931 SHARS REIMBURSEMENT	4,350,000	-	4,350,000	-	4,350,000
5946 BABS SUBSIDY	-	-	-	-	-
5949 R.O.T.C. REIMBURSEMENT	250,000	-	250,000	-	250,000
<b>TOTAL FEDERAL RESOURCES</b>	<u>8,600,000</u>	<u>-</u>	<u>8,600,000</u>	<u>-</u>	<u>8,600,000</u>
<b>TOTAL REVENUES</b>	<u>327,404,673</u>	<u>861,868</u>	<u>328,266,541</u>	<u>19,893</u>	<u>328,286,434</u>
<b>OTHER SOURCES</b>					
7912 SALE OF FIXED ASSETS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	932,812	932,812	-	932,812
<b>TOTAL OTHER SOURCES</b>	<u>-</u>	<u>932,812</u>	<u>932,812</u>	<u>-</u>	<u>932,812</u>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<u>327,404,673</u>	<u>1,794,681</u>	<u>329,199,354</u>	<u>19,893</u>	<u>329,219,246</u>

IRVING INDEPENDENT SCHOOL DISTRICT  
OFFICIAL DISTRICT BUDGET  
GENERAL OPERATING FUND  
July 2024 BUDGET AMENDMENT

	<u>ORIGINAL BUDGET</u>	<u>PROPOSED AMENDMENTS TO ORIGINAL BUDGET</u>	<u>APPROVED AMENDED BUDGET</u>	<u>PROPOSED AMENDMENTS</u>	<u>NEW AMENDED BUDGET</u>
<b>EXPENDITURES:</b>					
00 Indirect Costs			4,700,000	-	4,700,000
11 Instruction	195,366,052	470,566	195,836,618	(110,882)	195,725,736
12 Library	5,568,551	38,433	5,606,984	15,955	5,622,940
13 Staff Development	5,082,196	(366,393)	4,715,803	(47,751)	4,668,052
21 Instructional Administration	7,572,909	885,757	8,458,666	(307,105)	8,151,561
23 School Administration	20,934,407	543,103	21,477,510	140,862	21,618,372
31 Counseling Services	16,088,200	963,734	17,051,934	103,590	17,155,525
32 Attendance Services	1,323,251	(203,500)	1,119,751	-	1,119,751
33 Health Services	3,600,139	2,569	3,602,708	(1,250)	3,601,458
34 Pupil Transportation	11,880,556	(82,106)	11,798,450	(80,000)	11,718,450
35 Food Services	962,665	-	962,665	(1,600)	961,065
36 Extra-Curricular Activities	5,705,836	888,719	6,594,555	11,640	6,606,195
41 General Administration	10,936,201	1,617,541	12,553,742	(1,040)	12,552,702
51 Maintenance	29,678,000	(441,668)	29,236,332	341,555	29,577,887
52 Security	4,758,872	424,388	5,183,260	(191,267)	4,991,993
53 Data Processing	4,586,265	(198,426)	4,387,839	83,671	4,471,511
61 Community Services	2,454,746	(1,314,566)	1,140,180	61,692	1,201,872
71 Debt Service	-	250,374	250,374	-	250,374
81 Facilities	-	276,469	276,469	-	276,469
95 Payments to JJAEP	190,000	-	190,000	-	190,000
97 Payments to Tax Increment Funds	-	-	-	-	-
99 Intergovernmental Charges	702,478	-	706,466	-	706,466
<b>TOTAL EXPENDITURES</b>	<u>327,391,324</u>	<u>3,754,995</u>	<u>335,850,306</u>	<u>18,071</u>	<u>335,868,378</u>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<u>327,391,324</u>	<u>3,754,995</u>	<u>335,850,306</u>	<u>18,071</u>	<u>335,868,378</u>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	13,349	5,549,675	(6,650,953)	1,821	(6,649,131)
<b>EST. BEGINNING FUND BALANCE</b>	<u>80,655,940</u>	-	<u>80,655,940</u>	-	<u>80,655,940</u>
<b>ENDING FUND BALANCE</b>	<u>80,669,289</u>	<u>5,549,675</u>	<u>74,004,988</u>	-	<u>74,006,809</u>

IRVING INDEPENDENT SCHOOL DISTRICT  
OFFICIAL DISTRICT BUDGET  
FOOD SERVICE  
July 2024 BUDGET AMENDMENT

	ORIGINAL BUDGET	APPROVED AMENDMENTS	APPROVED AMENDED BUDGET	PROPOSED AMENDMENTS	NEW AMENDED BUDGET
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5742 INVESTMENT EARNINGS	80,000	-	80,000	-	80,000
5751 FOOD SERVICES	1,000,000	-	1,000,000	-	1,000,000
5755 ACTIVITY FUND RECEIPTS	50,000	-	50,000	-	50,000
<b>TOTAL LOCAL RESOURCES</b>	<b>1,130,000</b>	<b>-</b>	<b>1,130,000</b>	<b>-</b>	<b>1,130,000</b>
<b>STATE RESOURCES:</b>					
5829 STATE MATCH - FOOD SERVICE	120,000	-	120,000	-	120,000
<b>TOTAL STATE RESOURCES</b>	<b>120,000</b>	<b>-</b>	<b>120,000</b>	<b>-</b>	<b>120,000</b>
<b>FEDERAL RESOURCES:</b>					
5921 SCHOOL BREAKFAST PROGRAM	6,000,000	-	6,000,000	-	6,000,000
5922 NATIONAL SCHOOL LUNCH PROGRAM	15,640,000	-	15,640,000	-	15,640,000
5923 USDA DONATED COMMODITIES	1,850,000	-	1,850,000	-	1,850,000
5939 SUMMER FEEDING PROGRAM	200,000	-	200,000	-	200,000
<b>TOTAL FEDERAL RESOURCES</b>	<b>23,690,000</b>	<b>-</b>	<b>23,690,000</b>	<b>-</b>	<b>23,690,000</b>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<b>24,940,000</b>	<b>-</b>	<b>24,940,000</b>	<b>-</b>	<b>24,940,000</b>
<b>EXPENDITURES:</b>					
35 Food Services	21,115,635	6,220,088	27,335,723	-	27,335,723
36 Extra-Curricular Activities	-	-	-	-	-
51 Maintenance & Operations	623,500	98,812	722,312	-	722,312
81 Facilities	1,500,000	(1,500,000)	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>23,239,135</b>	<b>4,818,900</b>	<b>28,058,035</b>	<b>-</b>	<b>28,058,035</b>
<b>OTHER USES</b>					
8911 Interfund Transfers Out	-	-	-	-	-
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<b>23,239,135</b>	<b>4,818,900</b>	<b>28,058,035</b>	<b>-</b>	<b>28,058,035</b>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	<b>1,700,865</b>	<b>(4,818,900)</b>	<b>(3,118,035)</b>		<b>(3,118,035)</b>
<b>EST. BEGINNING FUND BALANCE</b>	<b>6,131,497</b>	<b>-</b>	<b>6,131,497</b>	<b>-</b>	<b>6,131,497</b>
<b>ENDING FUND BALANCE</b>	<b>7,832,362</b>	<b>(4,818,900)</b>	<b>3,013,462</b>	<b>-</b>	<b>3,013,462</b>

IRVING INDEPENDENT SCHOOL DISTRICT  
OFFICIAL DISTRICT BUDGET  
DEBT SERVICE  
July 2024 BUDGET AMENDMENT

	<u>ORIGINAL BUDGET</u>	<u>APPROVED AMENDMENTS</u>	<u>APPROVED AMENDED BUDGET</u>	<u>PROPOSED AMENDMENTS</u>	<u>NEW AMENDED BUDGET</u>
<b>REVENUE:</b>					
<b>LOCAL RESOURCES:</b>					
5711 TAXES CURRENT YEAR	61,000,850	-	61,000,850	-	61,000,850
5712 DELINQUENT TAXES	100,000	-	100,000	-	100,000
5719 OTHER TAX RELATED REVENUE	-	-	-	-	-
TOTAL TAXES	<u>61,100,850</u>	<u>-</u>	<u>61,100,850</u>	<u>-</u>	<u>61,100,850</u>
OTHER LOCAL REVENUE:					
5742 INVESTMENT EARNINGS	450,000	-	450,000	-	450,000
5799 ISD-TNT ADJUSTMENT	-	-	-	-	-
TOTAL OTHER LOCAL SOURCES	<u>450,000</u>	<u>-</u>	<u>450,000</u>	<u>-</u>	<u>450,000</u>
TOTAL LOCAL RESOURCES	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>
<b>STATE RESOURCES:</b>					
5829 TEA/NON-FOUNDATION REVENUE	-	-	-	-	-
TOTAL STATE RESOURCES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL REVENUES</b>	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>
<b>OTHER SOURCES :</b>					
7911 SALE OF BONDS	-	-	-	-	-
7915 INTERFUND TRANSFERS IN	-	-	-	-	-
7916 PREMIUM (DISCOUNT) BONDS PAYABLE	-	-	-	-	-
TOTAL OTHER SOURCES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL REVENUE AND OTHER SOURCES</b>	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>	<u>-</u>	<u>61,550,850</u>
<b>EXPENDITURES:</b>					
71 DEBT SERVICE	61,500,850	-	61,500,850	-	61,500,850
TOTAL EXPENDITURES	<u>61,500,850</u>	<u>-</u>	<u>61,500,850</u>	<u>-</u>	<u>61,500,850</u>
<b>OTHER USES :</b>					
8949 REFUNDING BONDS	-	-	-	-	-
TOTAL EXPENDITURES AND OTHER USES	<u>61,500,850</u>	<u>-</u>	<u>61,500,850</u>	<u>-</u>	<u>61,500,850</u>
<b>EXCESS (DEFICIENCY) REVENUES OVER EXPENDITURES</b>	<u>50,000</u>	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
<b>EST. BEGINNING FUND BALANCE</b>	<u>9,318,431</u>	<u>-</u>	<u>9,318,431</u>	<u>-</u>	<u>9,318,431</u>
<b>ENDING FUND BALANCE</b>	<u>9,368,431</u>	<u>-</u>	<u>9,368,431</u>	<u>-</u>	<u>9,368,431</u>

**CONSENT AGENDA**  
7/22/2024

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

**SUBMITTED BY:** Cher Elzy, Director of Taxation

**BACKGROUND:** The Board approved the tax roll on August 21, 2023. Supplements to the tax rolls are prepared monthly by the Dallas Central Appraisal District. Board action is required on any refunds greater than \$2,500.00. For ease in processing, we are presenting the total value of all supplements.

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

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

Attachments:

1. Memo from Cher Elzy to Fernando Natividad
2. Dallas Central Appraisal District Supplement Recap for June
3. Supplement 11 to the 2023 tax roll
4. Supplement 23 to the 2022 tax roll
5. Supplement 35 to the 2021 tax roll
6. Supplement 46 to the 2020 tax roll
7. Supplement 59 to the 2019 tax roll
8. Comparison of the Budget to the Actual Tax Roll Spreadsheet

# MEMO

Date: July 22, 2024

To: Fernando Natividad, Chief Financial Officer

From: Cher Elzy, Director of Taxation

Subject: June Supplement Reports

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Attached for your consideration is the June Supplement Reports.

Thank you.



**DALLAS CENTRAL APPRAISAL DISTRICT**

**SUPPLEMENT 06-2024**

**As of June 05, 2024**

**State of Texas  
County of Dallas**

**Property Tax Code, Section 25.25**

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

**IRVING ISD**

<b>Tax Year</b>	<b>Amount of</b>
2023	14,187,846-
2022	18,077,120-
2021	73,798-
2020	7,500-
2019	7,500-

**Date : June 14, 2024**

**Shane Docherty  
Executive Director/Chief Appraiser**

2023 SUPPLEMENT NO. 11

Real Property Additions		Personal Property Additions
\$ 1,050		\$ 9,270
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 10,320	\$ (14,198,166)	\$ (14,187,846)

---

Summary of Supplemental Change Report  
#1 through #11

Value	Reason
\$ (263,203,648)	Exemptions and Value Changes
\$ 649,468,220	Total Additions
\$ 386,264,572	Net Total

2022 SUPPLEMENT NO. 23

Real Property Additions		Personal Property Additions
\$ 0		\$ 61,510
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 61,510	\$ (18,138,630)	\$ (18,077,120)

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Summary of Supplemental Change Report  
#1 through #23

Value	Reason
\$ (683,603,841)	Exemptions and Value Changes
\$ 536,298,973	Total Additions
\$ (147,304,868)	Net Total

2021 SUPPLEMENT NO. 35

Real Property Additions	\$	0	Personal Property Additions	\$	0
Total Additions	\$	0	Supplemental Change Report	\$	(73,798)
			Net Changes of Changes	\$	(73,798)

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Summary of Supplemental Change Report  
#1 through #35

Value	Reason
\$ (379,991,481)	Exemptions and Value Changes
\$ 656,479,235	Total Additions
\$ 276,487,754	Net Total

2020 SUPPLEMENT NO. 46

Real Property Additions		Personal Property Additions
\$ 0		\$ 0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$ 0	\$ (7,500)	\$ (7,500)

Summary of Supplemental Change Report  
#1 through #46

Value	Reason
\$ (356,771,793)	Exemptions and Value Changes
\$ 1,241,851,292	Total Additions
\$ 885,079,499	Net Total

2019 SUPPLEMENT NO. 59

Real Property Additions		Personal Property Additions
\$	0	\$
		0
Total Additions	Supplemental Change Report	Net Changes of Changes
\$	\$	\$
0	(7,500)	(7,500)

Summary of Supplemental Change Report  
#1 through #59

Value	Reason
\$ (295,066,818)	Exemptions and Value Changes
\$ 184,586,163	Total Additions
\$ (110,480,655)	Net Total

## RECAP FOR JUNE SUPPLEMENT

2023 SUPPLEMENT NO.	11	\$	(14,187,846)
2022 SUPPLEMENT NO.	23	\$	(18,077,120)
2021 SUPPLEMENT NO.	35	\$	(73,798)
2020 SUPPLEMENT NO.	46	\$	(7,500)
2019 SUPPLEMENT NO.	59	\$	(7,500)

**FY 2023-2024**

**COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 11	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 21,868,208,126	\$ 20,003,908,010	386,264,572	\$ 20,390,172,582
M & O LEVY (0.7279)	\$ 159,178,687	\$ 145,608,446	2,811,620	\$ 148,420,066
I & S LEVY (.3002)	\$ 65,648,361	\$ 60,051,732	1,159,566	\$ 61,211,298
TOTAL LEVY (1.0281)	\$ 224,827,048	\$ 205,660,178	3,971,186	\$ 209,631,364

2023 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	351,864,836
SUPPLEMENT NO. 2	170,903,554
SUPPLEMENT NO. 3	45,606,938
SUPPLEMENT NO. 4	21,837,256
SUPPLEMENT NO. 5	-2,980,619
SUPPLEMENT NO. 6	-26,392,915
SUPPLEMENT NO. 7	-34,099,505
SUPPLEMENT NO. 8	-37,246,168
SUPPLEMENT NO. 9	-9,786,752
SUPPLEMENT NO. 10	-79,254,207
SUPPLEMENT NO. 11	-14,187,846

**TOTAL** **386,264,572**

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

2023 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>536,264,572</u>

LEVY GAIN (LOSS) M & O	3,903,470
LEVY GAIN (LOSS) I & S	1,609,866
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>5,513,336</u>

**FY 2022-2023**

**COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 23	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 19,462,591,586	\$ 19,095,365,105	-147,304,868	\$ 18,948,060,237
M & O LEVY (0.9056)	\$ 176,253,229	\$ 172,927,626	-1,333,993	\$ 171,593,633
I & S LEVY (.2418)	\$ 47,060,546	\$ 46,172,593	-356,183	\$ 45,816,410
TOTAL LEVY (1.1474)	\$ 223,313,775	\$ 219,100,219	-1,690,176	\$ 217,410,043

2022 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	88,407,442
SUPPLEMENT NO. 2	184,253,590
SUPPLEMENT NO. 3	156,291,881
SUPPLEMENT NO. 4	55,395,081
SUPPLEMENT NO. 5	-280,000
SUPPLEMENT NO. 6	-355,000
SUPPLEMENT NO. 7	-81,030,418
SUPPLEMENT NO. 8	-2,194,340
SUPPLEMENT NO. 9	-33,708,843
SUPPLEMENT NO. 10	-17,715,667
SUPPLEMENT NO. 11	-36,352,638
SUPPLEMENT NO. 12	-36,221,378
SUPPLEMENT NO. 13	-41,859,995
SUPPLEMENT NO. 14	-32,944,537
SUPPLEMENT NO. 15	-24,250,375
SUPPLEMENT NO. 16	-26,776,122
SUPPLEMENT NO. 17	-30,814,162
SUPPLEMENT NO. 18	-121,962,848
SUPPLEMENT NO. 19	-53,731,598
SUPPLEMENT NO. 20	-44,582,740
SUPPLEMENT NO. 21	6,485,974
SUPPLEMENT NO. 22	-35,281,055
SUPPLEMENT NO. 23	-18,077,120

**TOTAL** **-147,304,868**

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

2022 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>2,695,132</u>
LEVY GAIN (LOSS) M & O	24,407
LEVY GAIN (LOSS) I & S	6,517
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>30,924</u>

**FY 2021-2022**

**COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 35	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 16,919,405,875	\$ 16,326,839,855	276,487,754	\$ 16,603,327,609
M & O LEVY (0.9390)	\$ 158,873,221	\$ 153,309,026	2,596,220	\$ 155,905,246
I & S LEVY (.2687)	\$ 45,462,444	\$ 43,870,219	742,923	\$ 44,613,142
TOTAL LEVY (1.2077)	\$ 204,335,665	\$ 197,179,245	3,339,143	\$ 200,518,388

2021 SUPPLEMENT	TAXABLE VALUE
SUPPLEMENT NO. 1	187,588,065
SUPPLEMENT NO. 2	338,477,475
SUPPLEMENT NO. 3	69,878,757
SUPPLEMENT NO. 4	-19,818,397
SUPPLEMENT NO. 5	-1,019,588
SUPPLEMENT NO. 6	-25,232,162
SUPPLEMENT NO. 7	-5,375,060
SUPPLEMENT NO. 8	-20,866,519
SUPPLEMENT NO. 9	-9,933,965
SUPPLEMENT NO. 10	-17,212,668
SUPPLEMENT NO. 11	-13,951,049
SUPPLEMENT NO. 12	-17,375,836
SUPPLEMENT NO. 13	-9,031,030
SUPPLEMENT NO. 14	-8,608,430
SUPPLEMENT NO. 15	-911,100
SUPPLEMENT NO. 16	-12,483,463
SUPPLEMENT NO. 17	0
SUPPLEMENT NO. 18	0
SUPPLEMENT NO. 19	-59,970,336
SUPPLEMENT NO. 20	-32,432,699
SUPPLEMENT NO. 21	-9,780,996
SUPPLEMENT NO. 22	-15,630,198
SUPPLEMENT NO. 23	-10,786,642
SUPPLEMENT NO. 24	-2,853,957
SUPPLEMENT NO. 25	-742,407
SUPPLEMENT NO. 26	-1,541,818
SUPPLEMENT NO. 27	-5,931,006
SUPPLEMENT NO. 28	-1,105,448
SUPPLEMENT NO. 29	-1,669,520
SUPPLEMENT NO. 30	-426,968
SUPPLEMENT NO. 31	-3,442,819
SUPPLEMENT NO. 32	-3,414,670
SUPPLEMENT NO. 33	-320,151
SUPPLEMENT NO. 34	-7,513,843
SUPPLEMENT NO. 35	-73,798

**TOTAL** **276,487,754**

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

2021 SUPPLEMENTAL BUDGET	-200,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>476,487,754</u>
LEVY GAIN (LOSS) M & O	4,474,220
LEVY GAIN (LOSS) I & S	1,280,323
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>5,754,543</u>

**FY 2020-2021**

**COMPARISON OF BUDGET TO ACTUAL TAX ROLL**

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 46	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 15,138,570,097	\$ 14,741,790,666	885,079,499	\$ 15,626,870,165
M & O LEVY (1.0148)	\$ 153,626,209	\$ 149,599,692	8,981,787	\$ 158,581,479
I & S LEVY (.2603)	\$ 39,405,698	\$ 38,372,881	2,303,862	\$ 40,676,743
TOTAL LEVY (1.2751)	\$ 193,031,907	\$ 187,972,573	11,285,649	\$ 199,258,222

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

SUPPLEMENT NO. 31	-206,089
SUPPLEMENT NO. 32	-196,012
SUPPLEMENT NO. 33	-149,758
SUPPLEMENT NO. 34	-92,300
SUPPLEMENT NO. 35	100,644
SUPPLEMENT NO. 36	-346,980
SUPPLEMENT NO. 37	-13,540
SUPPLEMENT NO. 38	-105,498
SUPPLEMENT NO. 39	-402,740
SUPPLEMENT NO. 40	0
SUPPLEMENT NO. 41	41,305
SUPPLEMENT NO. 42	0
SUPPLEMENT NO. 43	-1,409,470
SUPPLEMENT NO. 44	48,043
SUPPLEMENT NO. 45	24,116
SUPPLEMENT NO. 46	-7,500

**TOTAL** **885,079,499**

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

2020 SUPPLEMENTAL BUDGET	-200,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>1,085,079,499</u>
LEVY GAIN (LOSS) M & O	11,011,387
LEVY GAIN (LOSS) I & S	2,824,462
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>13,835,849</u>

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

	ORIGINAL BUDGET	CERTIFIED TAX ROLL	ROLLS 1 - 59	ADJUSTED TAX ROLL
NET TAXABLE VALUE	\$ 13,127,517,207	\$ 14,512,366,935	-110,480,655	\$ 14,401,886,280
M & O LEVY (1.03100)	\$ 135,344,702	\$ 149,622,503	-1,139,056	\$ 148,483,447
I & S LEVY (.27410)	\$ 35,982,525	\$ 39,778,398	-302,827	\$ 39,475,571
TOTAL LEVY (1.30510)	\$ 171,327,227	\$ 189,400,901	-1,441,883	\$ 187,959,018

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
SUPPLEMENT NO. 26	131,086
SUPPLEMENT NO. 27	-5,958,133
SUPPLEMENT NO. 28	518,514
SUPPLEMENT NO. 29	-10,532,887
SUPPLEMENT NO. 30	-1,471,962
SUPPLEMENT NO. 31	-418,621

SUPPLEMENT NO. 32	-1,509,840
SUPPLEMENT NO. 33	-243,373
SUPPLEMENT NO. 34	-192,127
SUPPLEMENT NO. 35	-110,140
SUPPLEMENT NO. 36	-295,209
SUPPLEMENT NO. 37	-768,998
SUPPLEMENT NO. 38	-4,890
SUPPLEMENT NO. 39	-11,160,885
SUPPLEMENT NO. 40	-63,180
SUPPLEMENT NO. 41	0
SUPPLEMENT NO. 42	0
SUPPLEMENT NO. 43	25,000
SUPPLEMENT NO. 44	40,037
SUPPLEMENT NO. 45	25,000
SUPPLEMENT NO. 46	0
SUPPLEMENT NO. 47	0
SUPPLEMENT NO. 48	88,591
SUPPLEMENT NO. 49	0
SUPPLEMENT NO. 50	-3,540
SUPPLEMENT NO. 51	-15,630
SUPPLEMENT NO. 52	-436,740
SUPPLEMENT NO. 53	0
SUPPLEMENT NO. 54	27,500
SUPPLEMENT NO. 55	0
SUPPLEMENT NO. 56	-1,197,940
SUPPLEMENT NO. 57	25,000
SUPPLEMENT NO. 58	-23,700
SUPPLEMENT NO. 59	-7,500

**TOTAL -110,480,655**

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

2019 SUPPLEMENTAL BUDGET	-150,000,000
<b>NET GAIN (LOSS) TO TAX</b>	<u>39,519,345</u>
LEVY GAIN (LOSS) M & O	407,444
LEVY GAIN (LOSS) I & S	108,323
<b>TOTAL LEVY GAIN (LOSS) DUE TO SUPPLEMENTS</b>	<u>515,767</u>

## 2023 ACTIVE LAWSUITS

OWNERS NAME	DCAD VALUE	TYPE OF PROPERTY
161 AIRPORT CORPORATE LLC	\$ 11,412,000	REAL
1927 BELTLINE CP LTD	\$ 2,550,000	REAL
1927 EAST BELTLINE RD LLC	\$ 781,220	REAL
1929 GRAUWYLER LLC	\$ 12,560,000	REAL
2200 WEST ROCHELLE LLC	\$ 8,000,000	REAL
2200 WEST ROCHELLE LLC	\$ 8,000,000	REAL
2325 STEMMONS HOTEL PRTNRS LLC	\$ 9,675,000	REAL
250 290 B&C LLC	\$ 36,256,000	REAL
250 290 B&C LLC	\$ 18,116,650	REAL
250 290 B&C LLC	\$ 20,383,000	REAL
2700 TRINITY SPE LLC	\$ 9,936,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 20,305,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 1,260,000	REAL
3228 WILLOW LLC	\$ 17,700,000	REAL
3429 WEST ROCHELLE LLC	\$ 19,950,000	REAL
4525 W PIONEER DR PROPERTY	\$ 32,000,000	REAL
500 EJC OFFICE OWNER LLC	\$ 29,000,000	REAL
600 LAS COLINAS OWNER LLC	\$ 74,500,000	REAL
7918 FERGUSON LLC	\$ 2,000,000	REAL
7929 BROOKRIVER SUB LLC	\$ 74,500,000	REAL
7929 BROOKRIVER SUB LLC	\$ 9,868,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INV	\$ 60,000,000	REAL
AARON HOLDINGS LLC	\$ 1,742,810	REAL
ABRAHAM ALVIN V	\$ 2,482,020	REAL
ABRAHAM SAJI PROPERTIES LLC	\$ 520,780	REAL
ABRAHAM SAJI PROPERTIES LLC	\$ 240,000	REAL
ALC APARTMENTS LLC	\$ 59,600,000	REAL
ALESIO GARDEN &	\$ 143,500,000	REAL
APO IRVING LLC	\$ 7,578,880	REAL
AREA/EY WFT LLC	\$ 10,680,520	REAL
AUTOZONE TEXAS LP	\$ 603,390	PERSONAL
AUTOZONE TEXAS LP	\$ 657,110	PERSONAL
AUTOZONE TEXAS LP	\$ 540,910	PERSONAL
AUTOZONE TEXAS LP	\$ 597,180	PERSONAL
AUTOZONE TEXAS LP	\$ 538,310	PERSONAL
AUTOZONE TEXAS LP	\$ 2,242,010	PERSONAL
BELL STACY GREETHUM TRUST THE	\$ <sup>66</sup> 996,500	REAL

BELTLINE & GRANDE LTD PS	\$	13,000,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	3,365,260	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	734,740	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	7,900,000	REAL
BEST BUY STORES LP	\$	2,300,440	PERSONAL
BETTER INC	\$	2,835,100	REAL
BHP INVESTENTS CO	\$	4,425,000	REAL
BLVD AL LP THE	\$	1,778,910	REAL
BMGREI ESTERS LLC	\$	12,065,630	REAL
BMGREI ESTERS LLC	\$	30,834,370	REAL
BMGREI METKER LLC	\$	9,988,000	REAL
BREIT INDUSTRIAL CANYON TX	\$	115,390	REAL
BROWN COLINAS POINTE LLC	\$	20,000,000	REAL
BUDHWANI & VIRANI INC	\$	5,060,000	REAL
CANAL CENTR INVESTORS LLC	\$	35,000,000	REAL
CANTEX GRAUWYLER LLC	\$	2,299,100	REAL
CANTEX GRAUWYLER LLC	\$	12,585,630	REAL
CARMAX AUTO SUPERSTORES	\$	11,741,010	REAL
CARMAX AUTO SUPERSTORES	\$	1,025,370	REAL
CAROLYN PROPERTY OWNER LP	\$	73,000,000	REAL
CASCADE DALLAS OPERATING LLC	\$	9,500,000	REAL
CAVADIAN PROPERTIES LLC	\$	306,370	REAL
CFT NV DEVELOPMENTS LLC	\$	1,221,130	REAL
CHALET APARTMENTS LLC	\$	27,600,000	REAL
CHICK FIL A INC	\$	951,620	REAL
CNC SPC LP	\$	8,489,220	REAL
CNC SPC LP	\$	16,760,780	REAL
COLE CV DUNCANVILLE TX LP	\$	1,900,000	REAL
COLE CV DUNCANVILLE TX LP	\$	2,388,750	REAL
COLE CV DUNCANVILLE TX LP	\$	1,902,900	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$	4,975,700	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$	1,693,850	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$	5,081,560	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$	7,198,880	REAL
COLUMBIA PROPERTIES	\$	45,500,000	REAL
COP ENTERPRISES LLC	\$	99,280	REAL
COP ENTERPRISES LLC	\$	99,280	REAL
COP ENTERPRISES LLC	\$	89,380	REAL
COP ENTERPRISES LLC	\$	99,280	REAL
COP ENTERPRISES LLC	\$	217,000	REAL
COP ENTERPRISES LLC	\$	391,800	REAL
CP 511 BUILDING LLC	\$	22,500,000	REAL
CREEKWOOD APTS LLC	\$	26,646,920	REAL
CROSS COURT TEXAS LLC	\$	1,260,000	REAL
DALLAS FT WORTH PARTNERS LLC	\$ <sup>67</sup>	1,933,020	REAL
DALLAS FT WORTH PARTNERS LLC	\$	4,027,410	REAL

DALLAS FT WORTH PARTNERS LLC	\$	2,247,150	REAL
DALLAS METRO APARTMENTS LLC	\$	5,500,000	REAL
DELUJO EL MOROCCO LLC	\$	13,300,000	REAL
DFW AIRPORT HOSPITALITY	\$	9,900,000	REAL
DILLARDS TEXAS CENTRAL LLC	\$	2,271,100	PERSONAL
DK CREST OWNER LLC	\$	69,500,000	REAL
DLC HOTEL OWNER LLC	\$	950,610	REAL
DLC HOTEL OWNER LLC	\$	73,678,650	REAL
DLC HOTEL OWNER LLC	\$	370,740	REAL
DSJR LLC	\$	7,950,000	REAL
EAGLE CREST BORROWER LLC	\$	33,602,680	REAL
EAGLE CREST BORROWER LLC	\$	24,297,320	REAL
EMERALD POINT APARTMENTS	\$	5,770	REAL
EMERALD POINT APARTMENTS	\$	7,552,710	REAL
EPC WESTGATE LLC	\$	5,586,600	REAL
EPC WESTGATE LLC	\$	6,085,400	REAL
EPC WESTGATE LLC	\$	29,440,000	REAL
EPC WESTGATE LLC	\$	12,788,000	REAL
ESTRADA REVO LLC &	\$	33,800,000	REAL
FREEWAY LLC	\$	21,388,460	REAL
GEP SILVERTON LLC	\$	31,876,800	REAL
GLENRIDGE HOSPITALITY LP	\$	10,389,870	REAL
GLENRIDGE HOSPITALITY LP	\$	310,140	REAL
GLENRIDGE HOSPITALITY LP	\$	13,750,000	REAL
GREENWAY RESTAURANT	\$	9,975,000	REAL
GROUP 1 REALTY INC	\$	3,500,000	REAL
H&B DEVELOPMENT AND	\$	825,000	REAL
HCD DALLAS CORPORATION	\$	810,000	REAL
HILLTOPPER APARTMENTS IRVING LLC	\$	7,418,230	REAL
HKRK MGMT INC	\$	3,725,000	REAL
HKSKN MANAGERS 1 LTD	\$	3,750,000	REAL
IFCAP EVERGREEN LP	\$	90,400	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$	69,000,000	REAL
IRVING 4600 WEST PIONEER	\$	46,250,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	8,666,670	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	4,333,330	REAL
IRVING LODGING LLC	\$	9,300,000	REAL
ISA HOSPITALITY INC	\$	2,525,000	REAL
JAHCO FAIR OAKS LP	\$	7,750,000	REAL
JARS BRITTANY 169 LLC	\$	12,600,000	REAL
JARS HEIGHTS 79 LLC	\$	1,490,510	REAL
JARS HEIGHTS 79 LLC	\$	2,384,810	REAL
JARS HEIGHTS 79 LLC	\$	3,974,680	REAL
JB DALLAS LLC	\$	2,475,000	REAL
JDFW LLC	\$	60,500,000	REAL
JORDAN KATZ AVALON LLC	\$	32,500,000	REAL

KARAN ASSOCIATES TWO	\$	1,500,000	REAL
KARAN ASSOCIATES TWO	\$	1,600,000	REAL
KORE 125 JOHN CARPENTER LLC	\$	75,650,000	REAL
LADERA RANCH LLC	\$	29,750,000	REAL
LAKE FOREST VALLEY HOLDINGS LLC	\$	4,485,530	REAL
LAKE FOREST VALLEY HOLDINGS LLC	\$	6,291,390	REAL
LAKE WORTH HOTEL CORP	\$	3,750,000	REAL
LAS COLINAS I HOLDCO LP	\$	107,334,180	REAL
LAS COLINAS II HOLDCO LP	\$	57,665,820	REAL
LBH LAS COLINAS PLAZA LLC	\$	26,300,000	REAL
LEGACY REI GROUP SA LLC	\$	13,673,510	REAL
LEGACY REI GROUP SA LLC	\$	4,926,490	REAL
LION NORTHGATE LLC &	\$	24,000,000	REAL
LION TRINITY LLC	\$	61,000,000	REAL
LOOP HOTEL INC	\$	1,085,000	REAL
LTPD REALTY LLC	\$	19,000,000	REAL
LURF2 TOWNE NORTH	\$	10,680,000	REAL
LURF2 TOWNE NORTH	\$	4,920,000	REAL
MA LEG PARTNERS 6	\$	205,000	REAL
MA LEG PARTNERS 6	\$	133,470	REAL
MAA ALLOY LLC	\$	66,700,000	REAL
MACARTHUR PLACE	\$	29,346,150	REAL
MACARTHUR PLACE	\$	25,153,850	REAL
MARABELLA APARTMENTS II	\$	30,651,570	REAL
MARABELLA APARTMENTS II	\$	34,248,430	REAL
MARS ROCHELLE LLC &	\$	5,550,000	REAL
MCDAVID IRVING HON LLC	\$	3,600,000	REAL
MCDAVID IRVING HON LLC	\$	51,860	REAL
MCDAVID IRVING HON LLC	\$	2,800,000	REAL
MCDAVID IRVING HON LLC	\$	4,525,000	REAL
MCDAVID IRVING HON LLC	\$	6,725,000	REAL
MEADOW CREEK RANCH MHC LLC	\$	6,227,770	REAL
MEADOW CREEK RANCH MHC LLC	\$	3,115,880	REAL
MEADOW OAKS HOLDINGS LP	\$	10,483,800	REAL
MFO PPTIES LTD	\$	1,500,000	REAL
MM COURTYARDS LLC	\$	19,500,000	REAL
MONTEGO BAY LLC	\$	5,165,990	REAL
MONTERRA APARTMENTS LP	\$	47,850,000	REAL
NLP TEXAS ONE LLC	\$	62,687,840	REAL
NLP TEXAS ONE LLC	\$	58,900,000	REAL
NORTH TEXAS FAMILY	\$	11,750,000	REAL
NORTHWEST PARK ASSOC	\$	7,480,470	REAL
NORTHWEST PARK ASSOC	\$	11,669,530	REAL
OBSDIAN SUMMER GATE OWNER	\$	20,350,000	REAL
OMNINET FOXBOROUGH LP	\$	33,244,440	REAL
OMNINET FOXBOROUGH LP	\$	13,505,560	REAL

P LURA LLC	\$	940,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,800,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	68,898,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	42,850,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,752,000	REAL
PARRISH MICHAEL R & ANGELA R	\$	1,591,500	REAL
PBH VALLEY CREEK LLC	\$	48,950,000	REAL
PBH VALLEY RIDGE LLC	\$	51,000,000	REAL
PERFECT AND MODERN TEAM LLC	\$	3,250,000	REAL
PETCO ANIMAL SUPPLIES INC	\$	376,310	PERSONAL
PL LASCO OWNER LLC	\$	88,250,000	REAL
POLO SANTIAGO	\$	6,970,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	63,500,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	96,675,000	REAL
PRIME US TOWER AT LAKE CAROLYN	\$	66,950,000	REAL
PROMENADE TX PARTNERS LLC	\$	73,000,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$	47,000,000	REAL
PS TEXAS HOLDINGS II LTD	\$	5,483,000	REAL
PS TEXAS HOLDINGS II LTD	\$	5,712,750	REAL
RAIBLE PLACE APARTMENTS LLC	\$	16,995,000	REAL
RAMSEY LUTHER H	\$	1,612,000	REAL
RAMSEY LUTHER HAROLD	\$	812,800	REAL
REGAL BUSINESS CENTER LLC	\$	13,963,750	REAL
REGAL BUSINESS CENTER LLC	\$	7,568,690	REAL
RESIDENCE AT SURROUND	\$	36,300,000	REAL
RICKY HOSPITALITY LLC	\$	1,770,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	63,250,000	REAL
SAIBABA DFW LODGING LLC	\$	4,845,000	REAL
SANCHEZ THOMAS C	\$	346,500	REAL
SAVOY DALLAS HOTELS LLC	\$	8,700,000	REAL
SCP 2002D 4 LLC	\$	2,062,510	REAL
SCP 2002D 4 LLC	\$	124,800	REAL
SEDONA PARK APARTMENTS LLC	\$	36,200,000	REAL
SL1000 RRH SPE LLC &	\$	19,500,000	REAL
STAINBACK RAYMOND F JR	\$	4,580,000	REAL
STARCREST TEXAS PPTIES	\$	6,975,000	REAL
STATE BANK OF TEXAS	\$	9,626,240	REAL
SUN LIFE INSURANCE CO OF CANADA	\$	37,950,000	REAL
SYMONDS STEPHEN M	\$	1,634,180	REAL
TERRA FUNDING-URBAN TOWERS LLC	\$	12,252,330	REAL
TERRA FUNDING-URBAN TOWERS LLC	\$	145,247,670	REAL
TERRY INVESTMENT PROPERTY 1	\$	1,710,000	REAL
TEXAS FLORIDA CEDARS LP	\$	12,250,000	REAL
TEXAS PARK MANOR LP	\$	10,920,000	REAL
TOURO ASHER PARK DE LLC	\$	30,500,000	REAL
TOURO RUSTIC RIDGE DE LLC	\$ <sup>70</sup>	22,900,000	REAL

TP APARTMENTS LLC	\$	7,313,790	REAL
TP APARTMENTS LLC	\$	2,786,210	REAL
TR ATRIUM LP	\$	16,342,630	REAL
TR ATRIUM LP	\$	8,300,000	REAL
TUP CARPENTER COURT LP	\$	11,250,000	REAL
TX 2800 VALLEY VIEW LN DE LLC	\$	21,542,090	REAL
USAA REAL ESTATE CO	\$	296,390	REAL
USAA REAL ESTATE CO	\$	502,500	REAL
USAA REAL ESTATE CO	\$	5,519,970	REAL
USAA REAL ESTATE CO	\$	10,900,000	REAL
USAA REAL ESTATE CO	\$	200	REAL
USAA REAL ESTATE CO	\$	3,120	REAL
USAA REAL ESTATE CO	\$	1,770	REAL
USAA REAL ESTATE CO	\$	115,460	REAL
USAA REAL ESTATE CO	\$	15,000,000	REAL
USAA REAL ESTATE CO	\$	1,822,730	REAL
VBAPT LLC	\$	17,250,000	REAL
VELAZQUEZ CELIA &	\$	1,641,600	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	23,000,000	REAL
WALGREEN CO AS OWNER AND LESSEE	\$	2,445,500	REAL
WALGREEN CO AS OWNER AND LESSEE	\$	1,467,560	REAL
WALGREEN CO AS OWNER AND LESSEE	\$	3,994,340	REAL
WATER STREET OCONNOR LP	\$	2,247,370	REAL
WATER STREET OCONNOR LP	\$	108,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	20,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	26,000,000	REAL
WESTDALE LAKERIDGE LTD	\$	20,500,000	REAL
WESTDALE POLARIS PARTNERS	\$	6,250,000	REAL
WESTDALLE PPTIES AMERICA I	\$	22,250,000	REAL
WESTDALE WOODMEADE LTD	\$	32,250,000	REAL
WF AGAVE IRVING LLC	\$	8,765,000	REAL
WF AGAVE IRVING LLC	\$	2,313,000	REAL
WINGREN VILLAGE LP	\$	20,500,000	REAL
WOODSHIRE MHC LLC	\$	75,000	REAL
WOODSHIRE MHC LLC	\$	75,000	REAL
WOODSHIRE MHC LLC	\$	2,952,800	REAL
WOODSHIRE MHC LLC	\$	6,581,230	REAL
WOODSHIRE MHC LLC	\$	6,473,550	REAL
WOODWIND APARTMENTS LLC	\$	6,750,000	REAL
WWC LXXI LP	\$	26,500,000	REAL
Z920 THIRD STREET LLC	\$	5,328,000	REAL
ZANDER PARK BORROWER DE LLC	\$	21,300,000	REAL
ZAPANTA ALBERT & UNITED STATES MEXICO	\$	716,430	REAL

TOTAL \$<sub>71</sub> 4,553,148,800

## 2023 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1111 TDS APARTMENTS LLC	\$ 26,800,000	\$ 24,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 4,784,000	\$ 4,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 504,590	\$ 504,590	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,916,000	\$ 5,800,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 3,869,230	\$ 3,545,410	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 14,560,000	\$ 11,950,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 11,960,000	\$ 9,425,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,500,000	\$ 5,100,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 10,036,000	\$ 8,500,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 2,652,000	\$ 2,390,000	REAL
2010 KINWES LLC	\$ 6,300,000	\$ 4,500,000	REAL
4303 MARPOSA DRIVE	\$ 9,500,000	\$ 8,000,000	REAL
4409 MONTROSE LTD	\$ 25,160,790	\$ 24,000,000	REAL
4444 IRVING BLVD LP	\$ 4,533,400	\$ 4,150,000	REAL
89 H A S HOTEL CORP	\$ 1,585,000	\$ 1,400,000	REAL
ABF FREIGHT SYSTEM INC	\$ 8,351,000	\$ 7,350,000	REAL
ACI REAL ESTATE SPE 155 LLC	\$ 5,995,000	\$ 5,441,000	REAL
AGAP GARLAND LLC	\$ 6,487,500	\$ 6,100,000	REAL
AGAS VENTURES LLC	\$ 243,120	\$ 190,710	REAL
AGAS VENTURES LLC	\$ 231,570	\$ 213,010	REAL
AGAS VENTURES LLC	\$ 187,240	\$ 172,230	REAL
AGAS VENTURES LLC	\$ 172,970	\$ 159,110	REAL
AGAS VENTURES LLC	\$ 213,650	\$ 196,530	REAL
AGAS VENTURES LLC	\$ 215,000	\$ 146,690	REAL
AGAS VENTURES LLC	\$ 184,300	\$ 169,530	REAL
AGAS VENTURES LLC	\$ 198,900	\$ 182,960	REAL
AGAS VENTURES LLC	\$ 188,670	\$ 173,550	REAL
AGAS VENTURES LLC	\$ 216,590	\$ 199,230	REAL
AGAS VENTURES LLC	\$ 243,150	\$ 223,660	REAL
AGAS VENTURES LLC	\$ 203,490	\$ 187,180	REAL
AGAS VENTURES LLC	\$ 165,670	\$ 152,390	REAL
AGAS VENTURES LLC	\$ 176,710	\$ 162,550	REAL
AGAS VENTURES LLC	\$ 169,300	\$ 155,730	REAL
AGAS VENTURES LLC	\$ 182,780	\$ 168,130	REAL
AGAS VENTURES LLC	\$ 185,370	\$ 170,520	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 65,363,100	\$ 56,342,380	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,609,430	\$ 8,283,240	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 63,795,210	\$ 56,000,670	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 114,122,260	\$ 99,373,710	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER	\$ 72,475,000	\$ 11,400,000	REAL

ANGEL HOSPITALITY VIII LLC	\$	1,200,000	\$	1,200,000	REAL
ASHDOW DIALYSIS LLC	\$	2,250,000	\$	2,025,000	REAL
BELTLINE VILLAGE PARTNERS	\$	8,208,300	\$	7,250,000	REAL
BIO WORLD MERCHANDISING INC	\$	14,439,440	\$	13,900,000	PERSONAL
BRE KNIGHT SH TX OWNER LLC	\$	4,100,000	\$	3,700,000	REAL
CAD ASSETS LLC	\$	3,600,000	\$	3,200,000	REAL
CCP MILLBROOK 1678 LLC	\$	5,200,000	\$	4,950,000	REAL
CHATHEAU AT WILDBRIAR LP	\$	17,000,000	\$	12,500,000	REAL
CHICK FIL A INC	\$	847,050	\$	762,350	PERSONAL
COLINAS RANCH APARTMENTS LLC	\$	19,850,000	\$	14,000,000	REAL
CORSAIR IRVING OWNER LLC	\$	29,000,000	\$	25,000,000	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	8,985,260	\$	8,500,000	REAL
CRESTVIEW STONEHILL LLC	\$	28,000,000	\$	25,500,000	REAL
DAYTON HUDSON CORP	\$	5,715,000	\$	5,599,000	REAL
DEVA CORPORATION	\$	6,050,000	\$	5,700,000	REAL
DOGWOOD PROPCO TX II LP	\$	12,343,360	\$	10,000,000	REAL
DRIVER RE IRVING LLC	\$	466,610	\$	400,000	REAL
EL PRIMERO EXPRESS LP	\$	4,750,000	\$	4,150,000	REAL
ESD DFW SOUTH 2011 LP	\$	28,000,000	\$	21,500,000	REAL
ESTRADA LUXURY APARTMENTS LLC	\$	27,000,000	\$	25,000,000	REAL
FIVF III TX2 LLC	\$	13,000,000	\$	10,750,000	REAL
GL MARBLETREE LLC	\$	33,675,000	\$	30,750,000	REAL
GL MARBLETREE LLC	\$	11,225,000	\$	10,250,000	REAL
GRANITE CIMARRON MEADOWS LLC	\$	9,639,510	\$	7,595,000	REAL
HD DEVELOPMENT PPTIES LP	\$	5,350,000	\$	5,250,000	REAL
HIGHLAND CREST LTD	\$	25,000,000	\$	23,700,000	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL

IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	57,300	\$	45,840	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	62,200	\$	49,760	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	70,600	\$	56,480	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
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IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IFCAP EVERGREEN LP	\$	90,400	\$	72,320	REAL
IRBY LANE ASSOCIATES LTD	\$	24,000,000	\$	20,900,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,251,350	\$	1,950,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	155,560	\$	116,670	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	901,740	\$	676,300	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	167,260	\$	125,450	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	512,000	\$	405,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	1,656,610	\$	1,539,580	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	264,000	\$	223,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	250,000	\$	213,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	244,000	\$	195,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	192,000	\$	175,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	182,000	\$	165,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	1,563,000	\$	1,370,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	483,000	\$	400,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	449,000	\$	386,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	128,000	\$	110,000	REAL
IRVING 5 STAR MANAGEMENT LLC	\$	2,451,720	\$	1,900,000	REAL

JDFW II LLC	\$	89,000,000	\$	80,500,000	REAL
KROGER TEXAS LP	\$	4,100,000	\$	4,077,580	REAL
KROGER TEXAS LP	\$	1,575,000	\$	1,540,130	REAL
KROGER TEXAS LP	\$	11,680,630	\$	11,245,270	REAL
KROGER TEXAS LP	\$	1,800,000	\$	1,781,520	REAL
KROGER TEXAS LP	\$	960,000	\$	950,260	REAL
LION WOODCHASE CLARENDON LLC	\$	23,232,000	\$	21,293,230	REAL
LION WOODCHASE CLARENDON LLC	\$	8,954,000	\$	8,206,770	REAL
LOONEY FAMILY 2014 TRUST THE	\$	2,217,330	\$	1,600,000	REAL
LOONEY FAMILY 2014 TRUST THE	\$	1,073,070	\$	700,000	REAL
LOWEN TRINITY MILLS	\$	12,375,000	\$	10,500,000	REAL
LOWEN TRINITY MILLS	\$	197,830	\$	197,830	REAL
LOWES HOME CENTERS INC	\$	7,200,000	\$	7,000,000	REAL
MALL GROUND PORTFOLIO LLC	\$	41,500,000	\$	21,005,140	REAL
MALL GROUND PORTFOLIO LLC	\$	2,050,000	\$	1,600,000	REAL
MALL GROUND PORTFOLIO LLC	\$	4,850,000	\$	3,900,000	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	\$	1,301,420	REAL
MPG TEXAS 1 LLC	\$	14,650,000	\$	12,400,000	REAL
NEPTUNE VENTURES LLC	\$	300,000	\$	280,000	REAL
NEPTUNE VENTURES LLC	\$	237,560	\$	225,000	REAL
NEPTUNE VENTURES LLC	\$	283,950	\$	270,000	REAL
NEPTUNE VENTURES LLC	\$	317,940	\$	300,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	33,000,000	\$	24,000,000	REAL
NICOLA SPUR 482 LP	\$	4,897,250	\$	4,150,000	REAL
NL ASSETS LANDEN DE LLC	\$	17,160,000	\$	16,000,000	REAL
NORTHGATE CONSOLIDATED	\$	4,937,900	\$	4,600,000	REAL
OKWAY MANOR LLC	\$	6,540,170	\$	5,700,000	REAL
PATEL MADAN &	\$	1,157,240	\$	1,050,000	REAL
PERFECT & COMFORT LIVING LLC	\$	4,000,000	\$	3,600,000	REAL
PH IRVING LLC	\$	3,850,000	\$	3,550,000	REAL
PROPERTY RESERVE INC	\$	72,972,820	\$	68,472,820	REAL
PS LPT PROPERTIES INVESTORS	\$	3,404,010	\$	3,000,000	REAL
RESIDENCES NORTHGATE LLC	\$	45,270,000	\$	32,500,000	REAL
ROCHELLE PLACE LP	\$	11,100,000	\$	9,085,000	REAL
ROCK ISLAND IRVING LLC	\$	17,000,000	\$	15,700,000	REAL
RSP RIDGEVIEW PLACE	\$	30,833,330	\$	29,266,660	REAL
RSP RIDGEVIEW PLACE	\$	15,416,670	\$	14,633,340	REAL
SEJ PROPERTIES LP	\$	650,540	\$	640,000	REAL
SEJ PROPERTIES LP	\$	8,304,220	\$	7,800,000	REAL
SEJ PROPERTIES LP	\$	4,100,000	\$	4,100,000	REAL
SEJ PROPERTIES LP	\$	2,465,840	\$	2,400,000	REAL
SEJ PROPERTIES LP	\$	2,273,550	\$	1,500,000	REAL
SEJ PROPERTIES LP	\$	1,850,000	\$	1,250,000	REAL
SEJ PROPERTIES LP	\$	1,010,670	\$	650,000	REAL
SFS PROPERTIES LLC	\$	4,169,180	\$	3,950,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	15,400,000	\$	13,087,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$	13,000,000	\$	10,500,000	REAL

STARCORE CR	\$	19,850,000	\$	19,850,000	REAL
STATE BANK OF TEXAS	\$	2,245,000	\$	1,900,000	REAL
TEXAS FOUR PPTIES LLC	\$	14,950,000	\$	12,500,000	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$	41,440,000	\$	38,000,000	REAL
TMIF II BRIDGEPORT LP	\$	32,500,000	\$	29,800,000	REAL
TNP IRVING SQUARE DST	\$	2,750,000	\$	2,750,000	REAL
TOYOTA OF IRVING LTD	\$	630,000	\$	625,000	REAL
TOYOTA OF IRVING LTD	\$	14,500,000	\$	11,175,000	REAL
TSCA 222 LIMITED PS	\$	5,625,000	\$	5,000,000	REAL
VILLAGE ON WEST IRVING LLC	\$	11,000,000	\$	8,830,000	REAL
WALMART REAL ESTATE	\$	10,967,000	\$	10,967,000	REAL
WALNUT HLL TX PARTNERS LLC	\$	73,500,000	\$	62,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	18,650,000	\$	16,425,000	REAL
WWC XLII LP	\$	31,875,000	\$	29,750,000	REAL
WWC XLII LP	\$	31,875,000	\$	29,750,000	REAL
<b>TOTAL</b>	\$	<b>1,657,179,420</b>	\$	<b>1,439,356,350</b>	

## 2022 ACTIVE LAWSUITS

<b>OWNERS NAME</b>	<b>DCAD VALUE</b>	<b>TYPE OF PROPERTY</b>
AARON HOLDINGS LLC	\$ 2,032,310	REAL
DILLARDS TEXAS CENTRAL LLC	\$ 2,549,040	PERSONAL
IFCAP EVERGREEN LP	\$ 90,400	REAL
LAKE WORTH HOTEL CORP	\$ 3,750,000	REAL
LAS COLINAS SURGERY	\$ 1,400,000	REAL
LEGACY REI GROUP SA LLC	\$ 11,762,190	REAL
LEGACY REI GROUP SA LLC	\$ 4,237,810	REAL
LEGACY REI GROUP TF LLC	\$ 6,900,000	REAL
LEGACY REI GROUP TF LLC	\$ 2,898,000	REAL
RAMSEY LUTHER H	\$ 1,526,560	REAL
RAMSEY LUTHER HAROLD	\$ 797,930	REAL
REGAL BUSINESS CENTER LLC	\$ 13,513,300	REAL
REGAL BUSINESS CENTER LLC	\$ 7,568,590	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$ 25,000,000	REAL
WALGREENS CO	\$ 1,424,820	REAL
WALGREENS CO	\$ 3,878,000	REAL
WALGREENS CO	\$ 2,374,270	REAL
<b>TOTAL</b>	<b>\$ 91,703,220</b>	

## 2022 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1031 NORTH STORY E 1 H LLC &	\$ 4,400,000	\$ 4,100,000	REAL
1111 TDS APARTMENTS LLC	\$ 23,500,000	\$ 19,500,000	REAL
1212 IRVING LLC	\$ 11,000,000	\$ 9,800,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 3,720,410	\$ 3,400,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 14,000,000	\$ 11,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 4,600,000	\$ 3,670,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 2,550,000	\$ 2,300,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,250,000	\$ 4,650,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 9,650,000	\$ 8,000,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 11,500,000	\$ 8,800,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 6,650,000	\$ 5,400,000	REAL
1500 EAST AIRPORT FREEWAY LLC	\$ 504,590	\$ 504,590	REAL
2010 KINWEST LLC	\$ 6,175,000	\$ 5,250,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	\$ 8,000,000	\$ 7,750,000	REAL
250 290 B&C LLC	\$ 34,530,280	\$ 32,737,380	REAL
250 290 B&C LLC	\$ 17,253,980	\$ 16,358,110	REAL
250 290 B&C LLC	\$ 19,412,450	\$ 18,404,510	REAL
300 320 DECKER LLC	\$ 9,868,100	\$ 8,982,000	REAL
3228 WILLOW LLC	\$ 16,416,000	\$ 14,100,000	REAL
33-RENAL CENTER OF NORTH DALLAS	\$ 2,100,000	\$ 2,025,000	REAL
3801 NORTH BELT LINE ROAD	\$ 17,750,000	\$ 16,500,000	REAL
4303 MARIPOSA DRIVE	\$ 8,455,000	\$ 7,800,000	REAL
4409 MONTROSE LTD	\$ 23,282,000	\$ 21,000,000	REAL
4525 W PIONEER DR PROPERTY	\$ 33,000,000	\$ 27,000,000	REAL
500 EJC OFFICE OWNER LLC	\$ 27,300,000	\$ 25,100,000	REAL
600 LAS COLINAS OWNER LLC	\$ 74,750,000	\$ 72,400,000	REAL
692 LAKE CAROLYN PARKWAY	\$ 58,760,000	\$ 56,518,000	REAL
7918 FERGUSON LLC	\$ 1,889,070	\$ 1,850,000	REAL
850 LAKE CAROLYN PKWY APARTMENTS INC	\$ 53,250,000	\$ 50,500,000	REAL
89 H A S HOTEL CORP	\$ 1,260,000	\$ 1,150,000	REAL
ABF FREIGHT SYSTEMS INC	\$ 7,000,000	\$ 6,400,000	REAL
ABRAHAM ALVIN V	\$ 2,987,630	\$ 2,688,870	REAL
ADDISON HOTELS LP	\$ 5,400,000	\$ 4,950,000	REAL
AGAP GARLAND LLC	\$ 6,985,000	\$ 5,838,360	REAL
AGAS VENTURES LLC	\$ 169,300	\$ 151,640	REAL
AGAS VENTURES LLC	\$ 182,780	\$ 163,720	REAL
AGAS VENTURES LLC	\$ 207,320	\$ 185,700	REAL
AGAS VENTURES LLC	\$ 185,370	\$ 166,040	REAL
AGAS VENTURES LLC	\$ 176,710	\$ 158,280	REAL
AGAS VENTURES LLC	\$ 231,570	\$ 207,420	REAL
AGAS VENTURES LLC	\$ 184,300	\$ 165,080	REAL
AGAS VENTURES LLC	\$ 198,900	\$ 178,160	REAL
AGAS VENTURES LLC	\$ 188,670	\$ 168,990	REAL
AGAS VENTURES LLC	\$ 216,590	\$ 194,000	REAL
AGAS VENTURES LLC	\$ 187,240	\$ 167,710	REAL
AGAS VENTURES LLC	\$ 172,970	\$ 154,930	REAL
AGAS VENTURES LLC	\$ 213,650	\$ 191,370	REAL
AGAS VENTURES LLC	\$ 159,470	\$ 142,840	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
AGAS VENTURES LLC	\$ 243,150	\$ 217,790	REAL
AGAS VENTURES LLC	\$ 203,490	\$ 182,270	REAL
AGAS VENTURES LLC	\$ 165,670	\$ 148,390	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 108,705,190	\$ 98,373,710	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 62,259,620	\$ 56,342,380	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 9,153,170	\$ 8,283,240	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 61,882,020	\$ 56,000,670	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER	\$ 7,692,500	\$ 6,870,000	REAL
ALAMO DRAFTHOUSE CINEMA	\$ 1,315,880	\$ 1,088,750	PERSONAL
ALC APARTMENTS LLC	\$ 53,250,000	\$ 51,000,000	REAL
ALDEN SHORT	\$ 147,760	\$ 87,480	REAL
ALDEN SHORT	\$ 175,530	\$ 137,480	REAL
ALDEN SHORT	\$ 220,280	\$ 213,030	REAL
ALESIO GARDEN &	\$ 139,000,000	\$ 116,608,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 5,000,000	\$ 4,900,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,354,500	\$ 1,173,900	REAL
AREA/EY WFT LLC	\$ 10,000,000	\$ 8,800,000	REAL
ARMSTRONG GUADALUPE LP	\$ 1,628,830	\$ 1,628,830	REAL
ASBURY AUTOMOTIVE GROUP	\$ 5,900,000	\$ 4,700,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 51,860	\$ 51,860	REAL
ASBURY AUTOMOTIVE GROUP	\$ 2,600,000	\$ 2,000,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 4,200,000	\$ 3,200,000	REAL
ASBURY AUTOMOTIVE GROUP	\$ 3,200,000	\$ 2,300,000	REAL
ASHER PARK IRVING LP	\$ 27,000,000	\$ 22,900,000	REAL
BELL STACY GREETHUM TRUST THE	\$ 938,150	\$ 900,000	REAL
BELTLINE & GRANDE LTD	\$ 11,500,000	\$ 10,600,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUF	\$ 3,217,350	\$ 2,800,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUF	\$ 720,610	\$ 700,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTUF	\$ 7,836,860	\$ 6,500,000	REAL
BELTLINE VILLAGE PARTNERS	\$ 7,211,000	\$ 6,950,000	REAL
BETTER INC	\$ 2,750,000	\$ 2,365,000	REAL
BHP INVESTMENTS CO	\$ 3,800,000	\$ 3,400,000	REAL
BLVD AL LP THE	\$ 1,622,460	\$ 1,547,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 4,105,500	\$ 3,689,000	REAL
BRE KNIGHT SH TX OWNER LLC	\$ 1,459,500	\$ 1,311,000	REAL
BREIT INDUSTRIAL CANYON TX	\$ 115,390	\$ 115,390	REAL
BREIT INDUSTRIAL CANYON TX	\$ 11,134,220	\$ 8,000,000	REAL
BROWN COLINAS POINTE LLC	\$ 18,500,000	\$ 16,900,000	REAL
BW ZANDER PARK LLC	\$ 18,600,000	\$ 15,600,000	REAL
CAD ASSETS LLC	\$ 2,500,000	\$ 2,200,000	REAL
CANAL CENTRE INVESTORS LLC	\$ 35,000,000	\$ 33,000,000	REAL
CARE INN	\$ 15,800,000	\$ 13,000,000	REAL
CARMAX AUTO SUPERSTORES	\$ 11,250,000	\$ 8,474,630	REAL
CARMAX AUTO SUPERSTORES	\$ 1,025,370	\$ 1,025,370	REAL
CAROLYN PROPERTY OWNER LP	\$ 67,181,400	\$ 57,500,000	REAL
CEDAR CREST OF IRVING LLC	\$ 2,500,000	\$ 2,250,000	REAL
CENTERPOINT PROPERTIES TRUST	\$ 66,270,000	\$ 22,200,000	REAL
CFT NV DEVELOPMENTS LLC	\$ 1,080,000	\$ 900,000	REAL
CHALET APARTMENTS LLC	\$ 24,500,000	\$ 22,500,000	REAL
CHATHEAU AT WILDBRIAR LP	\$ 14,700,000	\$ 11,200,000	REAL
CHEP USA	\$ 647,510	\$ 647,510	PERSONAL
CHICK FIL A INC	\$ 906,300	\$ 860,000	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
CHIPOTLE MEXICAN GRILL INC	\$ 673,660	\$ 650,000	REAL
CL II LLC	\$ 4,800,000	\$ 3,875,000	REAL
COLE CV RICHARDSON TX LLC	\$ 1,847,480	\$ 1,829,360	REAL
COLINAS RANCH APARTMENTS LLC	\$ 17,750,000	\$ 12,685,000	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 4,418,000	\$ 3,833,510	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 1,530,050	\$ 1,305,020	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 4,531,840	\$ 3,915,070	REAL
COLONY MULTIFAMILY 3321 LLC THE	\$ 6,420,110	\$ 5,546,400	REAL
COLUMBIA PROPERTIES	\$ 29,500,000	\$ 24,500,000	REAL
CP 511 BUILDING LLC	\$ 21,493,600	\$ 17,500,000	REAL
CP II CRESTVIEW LP	\$ 37,850,000	\$ 30,250,000	REAL
CREEKWOOD APTS LLC	\$ 23,000,000	\$ 20,750,000	REAL
CRESTVIEW STONEHILL LLC	\$ 24,700,000	\$ 21,000,000	REAL
CROSS COURT TEXAS LLC	\$ 1,285,090	\$ 1,200,000	REAL
CROSSINGSATIRVING RUBY	\$ 16,550,000	\$ 15,000,000	REAL
CVS	\$ 2,319,170	\$ 2,007,900	REAL
CVS AS LESSEE	\$ 2,002,440	\$ 1,959,460	REAL
CVS AS LESSEE	\$ 1,794,690	\$ 1,754,850	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,949,000	\$ 1,798,020	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 1,670,570	\$ 1,541,160	REAL
DALLAS FT WORTH PARTNERS LLC	\$ 3,480,430	\$ 3,210,820	REAL
DALLAS METRO APARTMENTS LLC	\$ 4,828,000	\$ 4,250,000	REAL
DELUJO EL MOROCCO LLC	\$ 11,500,000	\$ 10,500,000	REAL
DEVA CORPORATION	\$ 4,500,000	\$ 4,125,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$ 14,059,720	\$ 12,500,000	REAL
DFW TOWER VILLIAGE LP	\$ 11,193,730	\$ 10,571,860	REAL
DFW TOWER VILLIAGE LP	\$ 15,806,280	\$ 14,928,150	REAL
DILLARDS PROPERTIES INC	\$ 5,000,000	\$ 4,750,000	REAL
DK CREST OWNER LLC	\$ 62,000,000	\$ 60,000,000	REAL
DOGWOOD PROPCO TX II LP	\$ 10,700,000	\$ 8,000,000	REAL
DP WPC TX LLC AND DP WPC TX	\$ 11,158,950	\$ 10,856,860	REAL
DP WPC TX LLC AND DP WPC TX	\$ 1,969,340	\$ 1,969,340	REAL
DP WPC TX LLC AND DP WPC TX	\$ 173,800	\$ 173,800	REAL
DRIVR RE IRVING LLC	\$ 6,100,000	\$ 5,800,000	REAL
DRIVER RE IRVING LLC	\$ 435,600	\$ 400,000	REAL
EAGLE CREST BORROWER LLC	\$ 29,540,180	\$ 26,696,430	REAL
EAGLE CREST BORROWER LLC	\$ 21,359,820	\$ 19,303,570	REAL
EL PRIMERO EXPRESS LP	\$ 3,675,000	\$ 3,400,000	REAL
EMERALD POINT APARTMENT	\$ 5,770	\$ 5,770	REAL
EMERALD POINT APARTMENT	\$ 6,894,230	\$ 6,194,230	REAL
ESD DFW SOUTH 2011 LP	\$ 19,000,000	\$ 17,000,000	REAL
ESTRADA LUXURY APARTMENTS LLC	\$ 27,000,000	\$ 23,500,000	REAL
ESTRADA REVO LLC &	\$ 24,950,000	\$ 22,350,000	REAL
EX DALLAS LP	\$ 56,500,000	\$ 53,463,000	REAL
EX DALLAS LP	\$ 370,740	\$ 370,740	REAL
EX DALLAS LP	\$ 8,629,270	\$ 8,166,260	REAL
GEP SILVERTON LLC	\$ 27,840,000	\$ 25,500,000	REAL
GL MARBLETREE LLC	\$ 31,200,000	\$ 27,331,200	REAL
GL MARBLETREE LLC	\$ 10,400,000	\$ 9,110,400	REAL
GOLDEN RAM LLC	\$ 155,560	\$ 155,560	REAL
GOLDEN RAM LLC	\$ 901,740	\$ 901,740	REAL
GOLDEN RAM LLC	\$ 167,260	\$ 167,260	REAL





OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
KEVLIN JAMES M &	\$ 537,000	\$ 537,000	REAL
KHOSROW SADEGHIAN	\$ 112,170	\$ 85,000	REAL
KHOSROW SADEGHIAN	\$ 183,740	\$ 150,000	REAL
KHOSROW SADEGHIAN	\$ 1,370	\$ 1,370	REAL
KHOSROW SADEGHIAN	\$ 7,000	\$ 7,000	REAL
KHOSROW SADEGHIAN	\$ 23,700	\$ 20,000	REAL
KHOSROW SADEGHIAN	\$ 23,940	\$ 23,940	REAL
KHOSROW SADEGHIAN	\$ 1,020	\$ 1,020	REAL
KHOSROW SADEGHIAN	\$ 4,680	\$ 4,680	REAL
KHOSROW SADEGHIAN	\$ 105,740	\$ 100,000	REAL
KHOSROW SADEGHIAN	\$ 6,380	\$ 6,380	REAL
KHOSROW SADEGHIAN	\$ 6,380	\$ 6,380	REAL
KORE 125 JOHN CARPENTER LLC	\$ 71,500,000	\$ 68,750,000	REAL
KROGER TEXAS LP	\$ 11,680,630	\$ 10,971,000	REAL
KROGER TEXAS LP	\$ 927,080	\$ 927,080	REAL
KROGER TEXAS LP	\$ 3,978,130	\$ 3,978,130	REAL
KROGER TEXAS LP	\$ 1,502,570	\$ 1,502,570	REAL
KROGER TEXAS LP	\$ 1,738,070	\$ 1,738,070	REAL
LADERA RANCH LLC	\$ 26,250,000	\$ 24,500,000	REAL
LAKERIDGE REALTY LP	\$ 310,140	\$ 310,140	REAL
LAKERIDGE REALTY LP	\$ 9,265,000	\$ 8,800,000	REAL
LAKERIDGE REALTY LP	\$ 8,089,860	\$ 7,600,000	REAL
LAS COLINAS I HOLDCO LP	\$ 92,000,000	\$ 88,250,000	REAL
LAS COLINAS II HOLDCO LP	\$ 51,600,000	\$ 49,100,000	REAL
LAS COLINAS INDUSTRIAL LLC	\$ 2,630,800	\$ 2,216,750	REAL
LBH LAS COLINAS PLAZA LLC	\$ 25,000,000	\$ 23,000,000	REAL
LION TRINITY LLC	\$ 55,550,000	\$ 51,000,000	REAL
LOONEY FAMILY 2014 TRUST THE	\$ 1,073,070	\$ 700,000	REAL
LOONEY FAMILY 2014 TRUST THE	\$ 2,217,330	\$ 1,600,000	REAL
LOOP HOTEL INC	\$ 850,000	\$ 675,000	REAL
LOWEN RAIFORD LP	\$ 8,800,000	\$ 8,300,000	REAL
LOWEN RAIFORD LP	\$ 197,830	\$ 197,830	REAL
LOWES HOME CENTERS INC	\$ 7,075,000	\$ 6,800,000	REAL
LPD REALTY LLC	\$ 16,150,000	\$ 14,450,000	REAL
LRF2 TOWNE NORTH	\$ 9,525,000	\$ 8,613,000	REAL
LRF2 TOWNE NORTH	\$ 4,575,000	\$ 4,137,000	REAL
M INDUSTRIAL PROPERTY	\$ 28,559,550	\$ 20,750,000	REAL
MAA ALLOY LLC	\$ 55,000,000	\$ 49,000,000	REAL
MAA TANC LLC	\$ 42,900,000	\$ 39,800,000	REAL
MACARTHUR PLACE	\$ 21,000,000	\$ 18,876,920	REAL
MACARTHUR PLACE	\$ 24,500,000	\$ 22,023,080	REAL
MACY'S RETAIL HOLDINGS INC	\$ 2,467,320	\$ 2,399,100	PERSONAL
MACY'S RETAIL HOLDINGS INC	\$ 4,580,000	\$ 4,250,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 39,950,000	\$ 28,005,140	REAL
MALL GROUND PORTFOLIO LLC	\$ 1,650,000	\$ 1,600,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 4,850,000	\$ 3,900,000	REAL
MALL GROUND PORTFOLIO LLC	\$ 193,440	\$ 193,440	REAL
MALL GROUND PORTFOLIO LLC	\$ 1,301,420	\$ 1,301,420	REAL
MARABELLA APARTMENTS II	\$ 29,551,810	\$ 27,968,680	REAL
MARABELLA APARTMENTS II	\$ 26,448,190	\$ 25,031,320	REAL
MEADOW CREEK RANCH MHC LLC	\$ 3,115,380	\$ 2,578,950	REAL
MEADOW CREEK RANCH MHC LLC	\$ 6,227,770	\$ 4,421,050	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
MESTEK LTD	\$ 3,130,040	\$ 2,781,230	REAL
MESTEK LTD	\$ 2,233,460	\$ 1,984,560	REAL
MESTEK LTD	\$ 1,389,000	\$ 1,234,210	REAL
MFO PPTIES LTD	\$ 1,602,700	\$ 1,500,000	REAL
MM COURTYARDS LLC	\$ 19,050,000	\$ 16,500,000	REAL
MONTEGO BAY LLC	\$ 4,650,000	\$ 3,800,000	REAL
MPG TEXAS 1 LLC	\$ 12,376,000	\$ 10,650,000	REAL
NEPTUNE VENTURES LLC	\$ 279,880	\$ 265,890	REAL
NEPTUNE VENTURES LLC	\$ 252,340	\$ 239,720	REAL
NEPTUNE VENTURES LLC	\$ 300,000	\$ 285,000	REAL
NEPTUNE VENTURES LLC	\$ 215,000	\$ 204,250	REAL
NEPTUNE VENTURES LLC	\$ 211,000	\$ 200,450	REAL
NEPTUNE VENTURES LLC	\$ 215,000	\$ 204,250	REAL
NEPTUNE VENTURES LLC	\$ 233,920	\$ 222,220	REAL
NEPTUNE VENTURES LLC	\$ 272,670	\$ 259,040	REAL
NEPTUNE VENTURES LLC	\$ 225,000	\$ 213,750	REAL
NEPTUNE VENTURES LLC	\$ 216,190	\$ 205,380	REAL
NEPTUNE VENTURES LLC	\$ 257,270	\$ 244,410	REAL
NEPTUNE VENTURES LLC	\$ 240,000	\$ 228,000	REAL
NEPTUNE VENTURES LLC	\$ 240,000	\$ 228,000	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$ 27,950,000	\$ 21,500,000	REAL
NL ASSETS LANDEN DE LLC	\$ 13,200,000	\$ 13,200,000	REAL
NL ASSETS LANDEN DE LLC	\$ 13,200,000	\$ 12,000,000	REAL
NORTHGATE CAPRI LLC &	\$ 19,500,000	\$ 17,000,000	REAL
NORTHGATE CONSOLIDATED GROUP LLC	\$ 4,808,430	\$ 4,600,000	REAL
NORTHWEST PARK ASSOC	\$ 6,438,260	\$ 5,781,250	REAL
NORTHWEST PARK ASSOC	\$ 10,043,680	\$ 9,018,750	REAL
OAKWAY MANOR LLC	\$ 3,640,000	\$ 3,300,000	REAL
OAKWAY MANOR LLC	\$ 6,141,000	\$ 5,300,000	REAL
OCONNOR MINI WAREHOUSES	\$ 1,520,000	\$ 1,200,000	REAL
OMNINET FOXBOROUGH LP	\$ 10,920,000	\$ 10,111,110	REAL
OMNINET FOXBOROUGH LP	\$ 26,880,000	\$ 24,888,890	REAL
P LURA LLC	\$ 940,000	\$ 850,000	REAL
PAR CAPITAL 122 WEST LLC	\$ 26,700,000	\$ 25,600,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 4,752,000	\$ 4,752,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$ 65,748,000	\$ 61,948,000	REAL
PARMA MANDALAY TOWER LLC	\$ 40,500,000	\$ 37,500,000	REAL
PARRISH MICHAEL R & ANGELA R	\$ 1,615,730	\$ 1,420,000	REAL
PBH VALLEY CREEK LLC	\$ 45,250,000	\$ 43,000,000	REAL
PBH VALLEY RIDGE LLC	\$ 48,000,000	\$ 47,000,000	REAL
PCPI UT OWNER	\$ 12,252,330	\$ 12,252,330	REAL
PCPI UT OWNER	\$ 137,747,670	\$ 125,747,670	REAL
PERFECT & COMFORT LIVING LLC	\$ 4,000,000	\$ 3,200,000	REAL
PERFECT AND MODERN TEAM LLC	\$ 2,925,000	\$ 2,750,000	REAL
PETCO ANIMAL SUPPLIES INC	\$ 323,800	\$ 281,710	REAL
PL LASCO OWNER LLC	\$ 77,000,000	\$ 73,500,000	REAL
POINT AT LAS COLINAS PROPERTIES LLC	\$ 73,455,000	\$ 62,450,000	REAL
POLO SANTIAGO	\$ 6,300,000	\$ 5,500,000	REAL
POST MONTORO LLC	\$ 31,000,000	\$ 28,500,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY	\$ 62,250,000	\$ 54,733,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$ 83,908,000	\$ 77,156,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$ 66,125,000	\$ 61,000,000	REAL

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
PROMENADE TX PARTNERS LLC	\$ 63,000,000	\$ 60,000,000	REAL
PROPERTY RESERVE INC	\$ 64,722,820	\$ 62,300,000	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$ 34,750,000	\$ 31,000,000	REAL
PS LPT PROPERTIES INVESTORS	\$ 3,117,360	\$ 2,900,000	REAL
PS TEXAS HOLDINGS II LTD	\$ 5,482,000	\$ 5,230,570	REAL
PS TEXAS HOLDINGS II LTD	\$ 5,774,350	\$ 5,505,620	REAL
RAIBLE PLACE APARTMENTS LLC	\$ 14,500,000	\$ 11,700,000	REAL
RANDALLS FOOD & DRUG LP	\$ 5,750,000	\$ 4,901,710	REAL
RAYO LLC	\$ 5,475,000	\$ 5,000,000	REAL
RAYO LLC	\$ 5,475,000	\$ 5,000,000	REAL
RESIDENCE AT SURROUND	\$ 33,000,000	\$ 33,000,000	REAL
RESIDENCES NORTHGATE LLC	\$ 40,700,000	\$ 28,500,000	REAL
RICKY HOSPITALITY LLC	\$ 1,650,000	\$ 1,550,000	REAL
ROADWAY EXPRESS	\$ 7,224,530	\$ 5,385,000	REAL
ROCHELLE PLACE LP	\$ 9,500,000	\$ 8,550,000	REAL
ROCHELLE PLAZA RES LLC	\$ 13,865,000	\$ 10,800,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$ 60,875,000	\$ 54,000,000	REAL
RYDER TRUCK RENTAL INC	\$ 2,440,720	\$ 2,440,720	REAL
RUSTIC RIDGE IRVING LP	\$ 19,800,000	\$ 16,000,000	REAL
SANDLIAN COLBY B &	\$ 3,000,000	\$ 2,760,000	REAL
SAVOY DALLAS HOTELS LLC	\$ 6,500,000	\$ 5,800,000	REAL
SEDONA PARK APARTMENTS LLC	\$ 29,500,000	\$ 24,900,000	REAL
SFS PROPERTIES LLC	\$ 4,102,000	\$ 3,875,000	REAL
SGJGM FAMILY LP	\$ 130,000	\$ 128,960	REAL
SHIRLEY ENTERPRISES LLC	\$ 1,870,740	\$ 1,683,650	REAL
SL1000 RRH SPE LLC &	\$ 16,560,000	\$ 14,500,000	REAL
SPANISH CHASE LLC	\$ 7,286,930	\$ 6,250,000	REAL
SPANISH HAVEN REDEVELOPMENT	\$ 10,500,000	\$ 8,900,000	REAL
SPRINT UNITED MGMT CO	\$ 13,800,000	\$ 12,250,000	REAL
STARCREST TEXAS PPTIES	\$ 6,100,000	\$ 5,450,000	REAL
STATE BANK OF TEXAS	\$ 1,275,000	\$ 1,165,230	REAL
SUN LIFE INSURANCE CO OF CANADA	\$ 36,620,270	\$ 33,500,000	REAL
SUNSET SPRINGS LP	\$ 17,520,410	\$ 15,768,370	REAL
SYMONDS STEPHAN M	\$ 1,541,930	\$ 1,400,000	REAL
TARGET CORP	\$ 5,715,000	\$ 5,523,470	REAL
TAURUS HOLDINGS LLC	\$ 1,015,670	\$ 1,015,670	REAL
TEXAS FLORIDA CEDARS LP	\$ 10,500,000	\$ 9,575,980	REAL
TEXAS PARK MANOR LP	\$ 10,315,000	\$ 9,285,000	REAL
TEXAS SFI PARTNERSHIP 37 LTD	\$ 37,000,000	\$ 35,100,000	REAL
TMIF II BRIDGEPORT LP	\$ 29,254,330	\$ 26,700,000	REAL
TNP IRVING SQUARE DST	\$ 1,925,900	\$ 1,925,900	REAL
TOYOTA OF IRVING LTD	\$ 530,740	\$ 422,000	REAL
TOYOTA OF IRVING LTD	\$ 13,294,900	\$ 10,255,000	REAL
TOYOTA OF IRVING LTD	\$ 630,000	\$ 623,000	REAL
TP APARTMENTS LLC	\$ 6,498,990	\$ 5,521,910	REAL
TP APARTMENTS LLC	\$ 2,475,810	\$ 2,103,590	REAL
TR ATRUIM LP	\$ 15,500,000	\$ 14,000,000	REAL
TR ATRUIM LP	\$ 7,900,000	\$ 7,700,000	REAL
TSCA 222 LIMITED PS	\$ 5,200,000	\$ 4,700,000	REAL
TUP CARPENTER COURT LP	\$ 12,750,000	\$ 9,600,000	REAL
TX 2800 VALLEY VIEW LN DEL LLC	\$ 21,701,510	\$ 19,250,000	REAL
UNITED RENTALS	\$ 5,515,920	\$ 4,500,000	REAL

<b>OWNERS NAME</b>	<b>DCAD VALUE</b>	<b>SETTLED VALUE</b>	<b>TYPE OF PROPERTY</b>
VAT CROSSROADS LLC	\$ 19,000,000	\$ 17,000,000	REAL
VELAZQUEZ CELIA &	\$ 1,881,520	\$ 1,250,000	REAL
VILLAGE ON WEST IRVING LLC	\$ 10,090,000	\$ 8,500,000	REAL
WALMART REAL ESTATE	\$ 10,967,000	\$ 10,967,000	REAL
WALNUT HILL TX PARTNERS LLC	\$ 62,250,000	\$ 53,865,000	REAL
WATER STREET OCONNOR LP	\$ 90,400,990	\$ 87,000,000	REAL
WATER STREET OCONNOR LP	\$ 2,247,370	\$ 2,247,370	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 16,098,640	\$ 16,098,640	REAL
WESTDALE BROOKSTONE TERRACE LP	\$ 21,250,000	\$ 18,880,000	REAL
WESTDALE LAKERIDGE	\$ 18,675,000	\$ 16,640,000	REAL
WESTDALE POLARIS PARTNERS	\$ 5,750,000	\$ 5,500,000	REAL
WESTDALE POLARIS PARTNERS	\$ 16,405,890	\$ 14,960,000	REAL
WESTDALE PPTIES AMERICA I	\$ 19,000,000	\$ 17,920,000	REAL
WESTDALE WOODMEADE LTD	\$ 28,000,000	\$ 25,800,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 29,786,110	\$ 25,786,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 12,938,340	\$ 11,201,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 5,677,980	\$ 4,915,000	REAL
WESTGATE MULTIFAMILY LLC	\$ 5,212,570	\$ 4,512,000	REAL
WOODCHASE & CLARENDON	\$ 17,323,310	\$ 13,353,000	REAL
WOODCHASE & CLARENDON	\$ 6,676,690	\$ 5,147,000	REAL
WOODSHIRE MHC LLC	\$ 6,581,230	\$ 4,992,000	REAL
WOODSHIRE MHC LLC	\$ 6,473,550	\$ 4,992,000	REAL
WOODSHIRE MHC LLC	\$ 2,952,800	\$ 2,236,000	REAL
WOODWIND LAND LLC	\$ 7,000,000	\$ 5,502,000	REAL
WOODWIND LAND LLC	\$ 400,000	\$ 400,000	REAL
WWC LXXI LP	\$ 26,444,620	\$ 23,800,000	REAL
WWC XLII LP	\$ 29,875,000	\$ 27,750,000	REAL
WWC XLII LP	\$ 29,875,000	\$ 27,750,000	REAL
WWC XLV LP	\$ 80,000	\$ 80,000	REAL
WWC XLV LP	\$ 67,900,000	\$ 63,420,000	REAL
<b>TOTAL</b>	<b>\$ 5,506,444,460</b>	<b>\$ 4,921,578,220</b>	

## 2021 ACTIVE LAWSUITS

OWNERS NAME		DCAD VALUE	TYPE OF PROPERTY
FIRST FLEET MASTER TITLING TRUST	\$	1,676,050	PERSONAL
PARMA LAS COLINAS TOWERS LLC	\$	61,167,000	REAL
PARMA LAS COLINAS TOWERS LLC	\$	4,048,000	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
<b>TOTAL</b>	\$	<b>72,913,200</b>	

## 2021 SETTLED LAWSUITS

OWNERS NAME	DCAD VALUE	SETTLED VALUE	TYPE OF PROPERTY
1000 EAST AIRPORT FREEWAY LLC	\$ 9,752,100	\$ 8,750,000	REAL
1111 TDS APARTMENTS LLC	\$ 18,750,000	\$ 16,500,000	REAL
14800 LANDMARK LLC	\$ 10,662,790	\$ 9,250,000	REAL
2325 STEMMONS HOTEL PTNRS LLC	\$ 7,500,000	\$ 7,500,000	REAL
250 290 B&C LLC	\$ 32,980,000	\$ 32,000,000	REAL
250 290 B&C LLC	\$ 16,478,860	\$ 16,100,000	REAL
250 290 B&C LLC	\$ 18,540,360	\$ 17,700,000	REAL
2929 PARK GROVE VNTRE LTD	\$ 14,336,450	\$ 13,518,600	REAL
2929 PARK GROVE VNTRE LTD	\$ 1,003,550	\$ 946,300	REAL
2ML REAL ESTATE INTEREST INC	\$ 1,390,000	\$ 1,300,000	REAL
4303 MARIPOSA DRIVE LLC	\$ 7,480,000	\$ 7,100,000	REAL
4409 MONTROSE LTD	\$ 17,600,000	\$ 17,600,000	REAL
89 H A S HOTEL CORP	\$ 950,000	\$ 800,000	REAL
ABF FREIGHT SYSTEM INC	\$ 8,302,500	\$ 6,000,000	REAL
ADDISON HOTELS LP	\$ 4,257,250	\$ 3,900,000	REAL
ADDISON STONE LLC	\$ 1,408,150	\$ 1,000,000	REAL
AGAS VENTURES	\$ 148,200	\$ 139,000	REAL
AGAS VENTURES	\$ 136,980	\$ 123,000	REAL
AGAS VENTURES	\$ 145,280	\$ 136,000	REAL
AGAS VENTURES	\$ 156,980	\$ 156,980	REAL
AGAS VENTURES	\$ 170,630	\$ 155,000	REAL
AGAS VENTURES	\$ 164,780	\$ 152,000	REAL
AGAS VENTURES	\$ 189,640	\$ 175,000	REAL
AGAS VENTURES	\$ 139,290	\$ 139,290	REAL
AGAS VENTURES	\$ 123,890	\$ 123,890	REAL
AGAS VENTURES	\$ 170,670	\$ 170,670	REAL
AGAS VENTURES	\$ 126,750	\$ 126,600	REAL
AGAS VENTURES	\$ 200,780	\$ 160,000	REAL
AGAS VENTURES	\$ 175,500	\$ 175,500	REAL
AGAS VENTURES	\$ 152,100	\$ 144,500	REAL
AGAS VENTURES	\$ 136,500	\$ 129,680	REAL
AGAS VENTURES	\$ 120,900	\$ 121,370	REAL
AGAS VENTURES	\$ 100,000	\$ 100,000	REAL
AGAVE APARTMENTS LLC	\$ 8,000,000	\$ 7,500,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 102,417,090	\$ 92,633,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,659,010	\$ 53,055,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 8,620,610	\$ 7,804,000	REAL
AGRE WILLIAMS SQUARE HOLDINGS LLC	\$ 58,303,290	\$ 52,733,000	REAL
AIGGRE TX HOTEL LAS COLINAS OWNER LLC	\$ 6,700,000	\$ 6,000,000	REAL
ALC APARTMENTS LLC	\$ 48,750,000	\$ 48,500,000	REAL
ALESIO GARDEN &	\$ 104,420,000	\$ 96,000,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 4,440,000	\$ 4,246,000	REAL
ANGEL HOSPITALITY VIII LLC	\$ 1,083,600	\$ 1,083,600	REAL
AREA/EY WFT LLC	\$ 8,600,000	\$ 8,000,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 51,860	\$ 51,860	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 2,025,000	\$ 1,800,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$ 3,324,000	\$ 3,000,000	REAL

ASBURY AUTOMOTIVE TEXAS LLC	\$	4,900,000	\$	4,500,000	REAL
ASBURY AUTOMOTIVE TEXAS LLC	\$	2,500,000	\$	2,100,000	REAL
ASHER PARK IRVING LP	\$	21,750,000	\$	18,486,000	REAL
BELL STACY GREETHUM TRUST THE	\$	870,000	\$	749,230	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	2,940,000	\$	2,785,500	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	695,000	\$	660,000	REAL
BELTLINE/AIRPORT FREEWAY JOINT VENTURE	\$	7,615,000	\$	6,354,500	REAL
BELTLINE & GRANDE LTD	\$	11,000,000	\$	10,500,000	REAL
BETTER INC	\$	2,300,000	\$	2,150,000	REAL
BHP INVESTMENTS CO	\$	2,300,000	\$	2,000,000	REAL
BLVD AL LP THE	\$	1,437,890	\$	1,397,460	REAL
BRE KNIGHT SH TX OWNER LLC	\$	3,910,000	\$	3,541,750	REAL
BRE KNIGHT SH TX OWNER LLC	\$	1,390,000	\$	1,258,250	REAL
BREIT INDUSTRIAL CANYON TX	\$	115,390	\$	115,390	REAL
BREIT INDUSTRIAL CANYON TX	\$	10,018,430	\$	7,000,000	REAL
BUDHWANI & VIRANI INC	\$	2,025,000	\$	1,900,000	REAL
CARE INN	\$	15,300,000	\$	13,775,000	REAL
CAROLYN PROPERTY OWNER LP	\$	57,720,000	\$	54,300,000	REAL
CASTLE CROWN PROPERTIES	\$	4,750,000	\$	4,200,000	REAL
CEDAR CREST OF IRVING LLC	\$	1,600,000	\$	1,600,000	REAL
CENTRALAND GROUP LTD	\$	4,186,480	\$	4,186,480	REAL
CFT NV DEVELOPMENTS LLC	\$	815,000	\$	730,000	REAL
CHALET APARTMENTS LLC	\$	21,434,000	\$	20,000,000	REAL
CHATHEAU AT WILDBRIAR LP	\$	14,000,000	\$	11,000,000	REAL
CLAY COOLEY REAL ESTATE	\$	4,336,180	\$	4,000,000	REAL
CLAY COOLEY REAL ESTATE	\$	8,280,400	\$	7,200,000	REAL
CLAY COOLEY REAL ESTATE	\$	8,593,750	\$	7,750,000	REAL
CNC SPC LP	\$	11,417,240	\$	11,417,240	REAL
CNC SPC LP	\$	5,782,760	\$	5,782,760	REAL
COLINAS RANCH APARTMENTS	\$	13,598,880	\$	10,500,000	REAL
COLUMBIA PROPERTIES	\$	25,000,000	\$	20,950,000	REAL
COP ENTERPRISES	\$	200,830	\$	114,460	REAL
COP ENTERPRISES	\$	99,280	\$	66,110	REAL
COP ENTERPRISES	\$	99,280	\$	66,110	REAL
COP ENTERPRISES	\$	89,380	\$	66,110	REAL
COP ENTERPRISES	\$	99,280	\$	66,110	REAL
COTTONWOOD LANE PROPERTIES LLC	\$	7,665,000	\$	7,200,000	REAL
CP II CRESTVIEW LP	\$	35,200,000	\$	32,700,000	REAL
CRAWFORD ELECTRIC SUPPLY LTD	\$	510,870	\$	459,780	PERSONAL
CRESTVIEW STONEHILL LLC	\$	19,000,000	\$	18,000,000	REAL
CROSS COURT TEXAS LLC	\$	1,122,000	\$	1,000,000	REAL
CROSSINGSATIRVING RUBY	\$	13,450,000	\$	12,750,000	REAL
CROWN ENTERPRISES INC	\$	5,946,820	\$	4,500,000	REAL
CVS	\$	1,785,000	\$	1,767,500	REAL
CVS	\$	1,734,000	\$	1,715,000	REAL
CVS AS LESSEE	\$	2,240,740	\$	1,940,000	REAL
CVS AS LESSEE	\$	1,973,410	\$	1,893,200	REAL
D L PETERSON TRUST I	\$	4,517,150	\$	4,200,950	PERSONAL
DALLAS METRO APARTMENTS LLC	\$	3,800,000	\$	3,450,000	REAL
DELUJO EL MOROCCO LLC	\$	9,345,000	\$	8,625,000	REAL
DENNIS D TOPLETZ	\$	152,950	\$	152,950	REAL
DENNIS D TOPLETZ	\$	130,330	\$	130,330	REAL
DENNIS D TOPLETZ	\$ <sup>89</sup>	638,060	\$	638,060	REAL

DENNIS D TOPLETZ	\$	616,930	\$	616,930	REAL
DENNIS D TOPLETZ	\$	442,410	\$	442,410	REAL
DENNIS D TOPLETZ	\$	205,000	\$	205,000	REAL
DENNIS D TOPLETZ	\$	205,290	\$	205,290	REAL
DENNIS D TOPLETZ	\$	183,380	\$	183,380	REAL
DENNIS D TOPLETZ	\$	197,640	\$	197,640	REAL
DENNIS D TOPLETZ	\$	166,400	\$	166,400	REAL
DENNIS D TOPLETZ	\$	177,240	\$	177,240	REAL
DENNIS D TOPLETZ	\$	223,150	\$	223,150	REAL
DENNIS D TOPLETZ	\$	177,060	\$	177,060	REAL
DENNIS D TOPLETZ	\$	398,370	\$	398,370	REAL
DENNIS D TOPLETZ	\$	145,000	\$	145,000	REAL
DENNIS D TOPLETZ	\$	176,120	\$	176,120	REAL
DENNIS D TOPLETZ	\$	238,730	\$	238,730	REAL
DENNIS D TOPLETZ	\$	170,010	\$	170,010	REAL
DENNIS D TOPLETZ	\$	185,310	\$	185,310	REAL
DENNIS D TOPLETZ	\$	182,010	\$	182,010	REAL
DENNIS D TOPLETZ	\$	190,650	\$	190,650	REAL
DENNIS D TOPLETZ	\$	171,000	\$	171,000	REAL
DENNIS D TOPLETZ	\$	181,630	\$	181,630	REAL
DENNIS D TOPLETZ	\$	195,380	\$	195,380	REAL
DENNIS D TOPLETZ	\$	166,050	\$	166,050	REAL
DENNIS D TOPLETZ	\$	161,140	\$	161,140	REAL
DENNIS D TOPLETZ	\$	153,050	\$	153,050	REAL
DENNIS D TOPLETZ	\$	181,630	\$	181,630	REAL
DENNIS D TOPLETZ	\$	173,820	\$	173,820	REAL
DENNIS D TOPLETZ	\$	177,970	\$	177,970	REAL
DENNIS D TOPLETZ	\$	174,430	\$	174,430	REAL
DENNIS D TOPLETZ	\$	200,580	\$	200,580	REAL
DENNIS D TOPLETZ	\$	196,560	\$	196,560	REAL
DENNIS D TOPLETZ	\$	203,630	\$	203,630	REAL
DENNIS D TOPLETZ	\$	1,087,140	\$	1,087,140	REAL
DENNIS D TOPLETZ	\$	457,970	\$	457,970	REAL
DEVA CORPORATION	\$	4,050,000	\$	3,766,000	REAL
DFW JOSEPH INVESTMENTS LLC	\$	11,160,000	\$	10,000,000	REAL
DFW RESORTS LLC	\$	6,100,000	\$	5,100,000	REAL
DK CREST OWNER LLC	\$	57,510,000	\$	56,000,000	REAL
DRIVER RE IRVING LLC	\$	5,785,570	\$	5,400,000	REAL
DSJR LLC	\$	5,318,000	\$	4,638,000	REAL
EAGLE CREST BORROWER LLC	\$	25,878,450	\$	23,765,630	REAL
EAGLE CREST BORROWER LLC	\$	18,712,110	\$	17,184,370	REAL
EBEX IRVING APARTMENTS LLC	\$	12,250,000	\$	11,875,000	REAL
EL PRIMERO EXPRESS LP	\$	3,375,000	\$	3,200,000	REAL
ELEMENT FLEET CORPORATION	\$	369,610		332,650	PERSONAL
ESTRADA REVO LLC &	\$	20,100,000	\$	18,800,000	REAL
EX DALLAS LP	\$	45,500,000	\$	43,329,260	REAL
EX DALLAS LP	\$	7,629,260	\$	7,300,000	REAL
EX DALLAS LP	\$	370,740	\$	370,740	REAL
FPG THE POINT LP	\$	50,800,000	\$	50,000,000	REAL
FREO TEXAS LLC	\$	237,080	\$	237,080	REAL
FREO TEXAS LLC	\$	201,510	\$	184,900	REAL
FREO TEXAS LLC	\$	174,750	\$	174,750	REAL
FREO TEXAS LLC	\$ 90	147,590	\$	147,590	REAL

FREO TEXAS LLC	\$	205,860	\$	205,860	REAL
GARDEN INVESTORS PROPERTIES	\$	5,273,440	\$	4,726,550	REAL
GARDEN INVESTORS PROPERTIES	\$	8,226,560	\$	7,373,450	REAL
GELCO FLEET TRUST	\$	4,090,320	\$	3,804,000	PERSONAL
GEP SILVERTON LLC	\$	22,000,000	\$	20,700,000	REAL
GEP VANDERBILT LLC	\$	12,856,000	\$	11,600,000	REAL
GROUP 1 REALTY INC	\$	765,640	\$	689,080	REAL
GROUP 1 REALTY INC	\$	309,360	\$	278,420	REAL
GROUP 1 REALTY INC	\$	167,210	\$	150,490	REAL
GROUP 1 REALTY INC	\$	600,000	\$	540,000	REAL
GROUP 1 REALTY INC	\$	3,000,000	\$	2,800,000	REAL
HAMPTON/AIRPORT FREEWAY JOINT	\$	1,850,000	\$	1,500,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCD DALLAS CORPORATION	\$	30,150,000	\$	25,700,000	REAL
HCD DALLAS CORPORATION	\$	800,000	\$	800,000	REAL
HCD DALLAS CORPORATION	\$	30,150,000	\$	30,150,000	REAL
HD DEVELOPMENT PROPERTIES	\$	5,248,640	\$	5,098,670	REAL
HERTZ CORP	\$	13,113,420	\$	3,495,160	PERSONAL
HKRK MGNT INC	\$	2,275,000	\$	2,000,000	REAL
IMT CAPITAL III LAKESHORE LOFTS LP	\$	53,500,000	\$	52,200,000	REAL
IMV GROUP LLC	\$	155,560	\$	132,430	REAL
IMV GROUP LLC	\$	901,740	\$	767,690	REAL
IMV GROUP LLC	\$	167,260	\$	142,390	REAL
IMV GROUP LLC	\$	1,429,530	\$	1,217,010	REAL
IMV GROUP LLC	\$	189,600	\$	161,410	REAL
IMV GROUP LLC	\$	179,650	\$	152,940	REAL
IMV GROUP LLC	\$	175,650	\$	149,540	REAL
IMV GROUP LLC	\$	138,050	\$	117,530	REAL
IMV GROUP LLC	\$	130,490	\$	111,090	REAL
IMV GROUP LLC	\$	1,111,510	\$	946,270	REAL
IMV GROUP LLC	\$	351,290	\$	299,070	REAL
IMV GROUP LLC	\$	322,350	\$	274,430	REAL
IMV GROUP LLC	\$	91,860	\$	78,200	REAL
INTERGERMAN SUMMER GATE LP	\$	13,650,000	\$	12,700,000	REAL
INTREPID HOLDINGS	\$	3,586,730	\$	3,200,000	REAL
IRIS ASSOCIATES LP	\$	8,156,250	\$	7,593,750	REAL
IRIS ASSOCIATES LP	\$	20,843,750	\$	19,406,250	REAL
IRVING 4600 WEST PIONEER	\$	34,272,000	\$	29,725,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	2,324,000	\$	2,203,000	REAL
IRVING BRITAIN WAY APARTMENTS LP	\$	4,480,000	\$	4,247,000	REAL
IRVING BUS PROPERTIES LLC	\$	2,300,000	\$	1,865,720	REAL
IRVING LODGING LLC	\$	5,500,000	\$	5,000,000	REAL
IRVING PARK SPRINGS PARTNERS LTD	\$	2,100,000	\$	1,726,570	REAL
ISA HOSPITALITY INC	\$	1,995,000	\$	1,700,000	REAL
JAHCO FAIR OAKS LP	\$	7,050,000	\$	6,345,000	REAL
JARS HEIGHTS 79 LLC	\$	2,720,000	\$	2,582,280	REAL
JARS HEIGHTS 79 LLC	\$	1,020,000	\$	968,350	REAL
JARS HEIGHTS 79 LLC	\$	1,632,000	\$	1,549,370	REAL
JASAN LLC	\$	3,200,230	\$	2,825,000	REAL
JDFW LLC	\$	52,000,000	\$	47,000,000	REAL
JDFW II LLC	\$	71,000,000	\$	64,800,000	REAL
KIMBERLY CLARK CORP	\$	9,000,000	\$	8,775,000	REAL
KROGER TEXAS LP	\$	10,600,000	\$	10,600,000	REAL

LADERA RANCH LLC	\$	21,500,000	\$	21,000,000	REAL
LAKE WORTH HOTEL CORP	\$	3,650,000	\$	3,400,000	REAL
LAKERIDGE REALTY LP	\$	310,140	\$	310,140	REAL
LAKERIDGE REALTY LP	\$	9,052,500	\$	8,000,000	REAL
LAKERIDGE REALTY LP	\$	7,639,860	\$	7,100,000	REAL
LAS COLINAS I HOLDCO LP	\$	83,950,000	\$	80,000,000	REAL
LAS COLINAS II HOLDCO LP	\$	46,300,000	\$	45,425,000	REAL
LAS COLINAS SURGERY	\$	1,600,000	\$	1,400,000	REAL
LEGACY REI GROUP SA LLC	\$	8,972,740	\$	8,543,270	REAL
LEGACY REI GROUP SA LLC	\$	3,232,820	\$	2,956,730	REAL
LEGACY REI GROUP SP LLC	\$	17,933,000	\$	17,600,000	REAL
LEGACY REI GROUP VF LLC	\$	10,898,000	\$	9,800,000	REAL
LOWEN TRINITY MILLS	\$	197,830	\$	197,830	REAL
LOWEN TRINITY MILLS	\$	7,715,780	\$	7,350,000	REAL
LPD REALTY LLC	\$	12,300,000	\$	11,250,000	REAL
MAA ALLOY LLC	\$	47,500,000	\$	44,500,000	REAL
MAA TANC LLC	\$	37,800,000	\$	36,800,000	REAL
MAAHYAA HOTEL LLC	\$	4,000,000	\$	3,650,000	REAL
MACARTHUR PLACE BORROWER LLC	\$	17,538,460	\$	15,923,080	REAL
MACARTHUR PLACE BORROWER LLC	\$	20,461,540	\$	18,576,920	REAL
MACY'S RETAIL HOLDINGS	\$	4,410,970	\$	4,000,000	REAL
MACY'S RETAIL HOLDINGS LLC	\$	2,822,470	\$	2,399,100	PERSONAL
MALL GROUND PORTFOLIO LLC	\$	38,155,140	\$	31,353,230	REAL
MALL GROUND PORTFOLIO LLC	\$	1,650,000	\$	1,600,000	REAL
MALL GROUND PORTFOLIO LLC	\$	4,700,000	\$	4,051,910	REAL
MALL GROUND PORTFOLIO LLC	\$	193,440	\$	193,440	REAL
MALL GROUND PORTFOLIO LLC	\$	1,301,420	\$	1,301,420	REAL
MARABELLA APARTMENTS LP	\$	26,253,610	\$	25,594,000	REAL
MARABELLA APARTMENTS LP	\$	23,496,390	\$	22,906,000	REAL
MEDIEVAL TIMES	\$	1,627,000	\$	1,627,000	PERSONAL
MERRICK BUSINESS PARK LLC	\$	4,423,500	\$	3,395,020	REAL
MERRICK BUSINESS PARK LLC	\$	1,434,100	\$	1,193,010	REAL
METROPLEX PLAZA LP	\$	3,752,500	\$	3,184,960	REAL
METROPLEX PLAZA LP	\$	2,362,500	\$	1,988,140	REAL
METROPLEX PLAZA LP	\$	4,635,000	\$	3,826,900	REAL
MNSF II ACQUISITIONS LLC	\$	165,910	\$	165,910	REAL
MNSF II ACQUISITIONS LLC	\$	195,020	\$	195,020	REAL
MNSF II ACQUISITIONS LLC	\$	222,430	\$	222,430	REAL
MNSF II ACQUISITIONS LLC	\$	227,990	\$	190,970	REAL
MNSF II ACQUISITIONS LLC	\$	203,000	\$	203,000	REAL
MPG TEXAS 1 LLC	\$	9,520,000	\$	9,000,000	REAL
NEPTUNE VENTURES LLC	\$	280,000	\$	280,000	REAL
NEPTUNE VENTURES LLC	\$	196,600	\$	184,480	REAL
NEPTUNE VENTURES LLC	\$	251,650	\$	236,140	REAL
NEPTUNE VENTURES LLC	\$	192,210	\$	180,370	REAL
NEPTUNE VENTURES LLC	\$	254,930	\$	239,220	REAL
NEPTUNE VENTURES LLC	\$	181,930	\$	170,720	REAL
NEPTUNE VENTURES LLC	\$	179,000	\$	167,970	REAL
NEPTUNE VENTURES LLC	\$	202,050	\$	189,600	REAL
NEPTUNE VENTURES LLC	\$	258,990	\$	243,030	REAL
NEPTUNE VENTURES LLC	\$	226,530	\$	212,940	REAL
NEPTUNE VENTURES LLC	\$	194,150	\$	182,190	REAL
NEPTUNE VENTURES LLC	\$ <sup>92</sup>	217,730	\$	204,310	REAL

NEPTUNE VENTURES LLC	\$	204,080	\$	191,500	REAL
NEPTUNE VENTURES LLC	\$	200,940	\$	192,530	REAL
NEWPORT APARTMENTS PROPERTY OWNER	\$	24,147,200	\$	21,000,000	REAL
NORTHGATE CARI LLC &	\$	16,500,000	\$	16,000,000	REAL
OMNINET FOXBOROUGH LP	\$	9,349,910	\$	8,248,000	REAL
OMNINET FOXBOROUGH LP	\$	23,015,170	\$	20,302,000	REAL
PACIFIC PLATINUM TRUST	\$	555,310	\$	520,000	REAL
PAR CAPITAL 122 WEST LLC	\$	27,882,000	\$	25,100,000	REAL
PARMA MANDALAY TOWER LLC	\$	38,000,000	\$	35,900,000	REAL
PARRISH HARE ELECTRIC SUPPLY CORP	\$	15,469,580	\$	13,382,690	PERSONAL
PATEL RAMAN	\$	1,450,000	\$	1,340,000	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$	12,252,330	\$	12,252,330	REAL
PCPI UT OWNER LP AND TERRA FUNDING URBAN TC	\$	151,682,670	\$	123,247,670	REAL
PECAN VILLAGE APARTMENTS	\$	1,477,510	\$	1,392,860	REAL
PECAN VILLAGE APARTMENTS	\$	1,704,820	\$	1,607,140	REAL
PERFECT & COMFORT LIVING LLC	\$	3,200,000	\$	2,900,000	REAL
PERFECT AND MODERN TEAM LLC	\$	2,332,000	\$	2,200,000	REAL
POLO SANTIAGO	\$	4,600,000	\$	4,140,000	REAL
POST MONTORO LLC	\$	26,259,000	\$	25,000,000	REAL
PPF AMLI 1050 LAKE CAROLYN PARKWAY LLC	\$	51,832,000	\$	48,375,000	REAL
PPF AMLI 777 LAKE CAROLYN PARKWAY	\$	73,775,000	\$	69,191,000	REAL
PRIME US TOWER AT LAKE CAROLYN LLC	\$	61,500,000	\$	59,000,000	REAL
PROGRESS RESIDENTIAL	\$	168,600	\$	168,600	REAL
PROGRESS RESIDENTIAL	\$	170,510	\$	170,510	REAL
PROVIDENT GROUP IRVING PROPERTIES LLC	\$	31,000,000	\$	24,250,000	REAL
RACETRAC PETROLEUM INC	\$	563,900	\$	301,100	REAL
RACETRAC PETROLEUM INC	\$	429,820	\$	331,760	PERSONAL
RACETRAC PETROLEUM INC	\$	1,750,000	\$	1,718,000	REAL
RACETRAC PETROLEUM INC	\$	2,315,310	\$	2,100,000	REAL
RACETRAC PETROLEUM INC	\$	457,820	\$	457,820	REAL
RACETRAC PETROLEUM INC	\$	382,310	\$	382,310	REAL
RAMSEY LUTHER H	\$	1,490,700	\$	1,200,000	REAL
RANDALLS FOOD & DRUG LP	\$	4,758,940	\$	4,758,940	REAL
RAVEN SURROUND LLC	\$	26,500,000	\$	25,600,000	REAL
RAYO LLC	\$	4,800,000	\$	3,750,000	REAL
RAYO LLC	\$	4,897,600	\$	3,750,000	REAL
RESIDENCES NORTHGATE LLC	\$	28,233,600	\$	22,691,000	REAL
ROCHELLE PLACE L P	\$	7,500,000	\$	7,000,000	REAL
ROCHELLE PLAZA ASSOCIATES	\$	9,500,000	\$	8,475,000	REAL
ROSEMONT SUMMIT OPERATING LLC	\$	56,250,000	\$	54,500,000	REAL
RUSTIC RIDGE IRVING LP	\$	15,000,000	\$	13,800,000	REAL
RYDER TRUCK RENTAL INC	\$	2,440,720	\$	2,153,310	PERSONAL
SANDLIAN COLBY B & G B REV TR &	\$	2,600,000	\$	2,600,000	REAL
SAVOY DALLAS HOTELS LLC	\$	5,481,350	\$	4,500,000	REAL
SEDONA PARK APARTMENTS LLC	\$	24,880,000	\$	17,350,000	REAL
SOUTHERN STAR LAS COLINAS LP	\$	8,900,000	\$	8,000,000	REAL
SPANISH HAVEN REDEVELOPMT	\$	9,067,030	\$	7,000,000	REAL
SUN LIFE INSURANCE CO OF CANADA	\$	34,178,320	\$	32,169,000	REAL
SYMONDS STEPHAN M	\$	1,330,000	\$	1,200,000	REAL
TARGET CORPORATION AS OWNER	\$	5,523,470	\$	5,523,470	REAL
TCI 600 LAS COLINAS INC	\$	80,837,780	\$	74,750,000	REAL
TEXAS FLORIDA CEDARS LP	\$	8,651,960	\$	7,800,000	REAL
TEXAS PARK MANOR LP	\$	8,800,000	\$	8,250,000	REAL

TEXAS SFI PARTNERSHIP 37 LTD	\$	34,000,000	\$	33,400,000	REAL
TMIF II BRIDGEPORT LP	\$	26,250,000	\$	23,625,000	REAL
TP APARTMENTS LLC	\$	5,415,830	\$	4,851,730	REAL
TP APARTMENTS LLC	\$	2,063,170	\$	1,848,270	REAL
TR ATRIUM LP	\$	14,215,000	\$	13,500,000	REAL
TR ATRIUM LP	\$	7,215,000	\$	7,100,000	REAL
TRELLIS PLACE DUPLEXES LTD	\$	14,428,000	\$	13,300,000	REAL
URBAN TOWNE LAKE APARTMENTS LP	\$	24,000,000	\$	23,500,000	REAL
VELAZQUEZ CELIA &	\$	1,100,000	\$	1,000,000	REAL
VILLAS ESTANCIA APARTMENTS LLC	\$	18,525,000	\$	14,500,000	REAL
WALGREENS CO AS OWNER	\$	2,293,980	\$	2,163,320	REAL
WALGREENS CO AS OWNER	\$	1,376,640	\$	1,298,230	REAL
WALGREENS CO AS OWNER	\$	2,351,530	\$	2,217,600	REAL
WALNUT HILL TX PARTNERS LLC	\$	51,000,000	\$	47,000,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	14,400,000	\$	12,960,000	REAL
WESTDALE BROOKSTONE/TERRACE LP	\$	17,750,000	\$	16,950,000	REAL
WESTDALE LAKERIDGE	\$	15,950,000	\$	15,000,000	REAL
WESTDALE POLARIS PARTNERS	\$	13,400,000	\$	12,700,000	REAL
WESTDALE PPTIES AMERICA I	\$	15,850,000	\$	15,000,000	REAL
WESTDALE WOODMEADE LTD	\$	23,700,000	\$	21,400,000	REAL
WESTGATE MULTIFAMILY LLC	\$	4,358,000	\$	3,993,000	REAL
WESTGATE MULTIFAMILY LLC	\$	3,988,000	\$	3,665,000	REAL
WESTGATE MULTIFAMILY LLC	\$	23,524,000	\$	20,946,000	REAL
WESTGATE MULTIFAMILY LLC	\$	10,130,000	\$	9,098,000	REAL
WOODCHASE & CLARENDON APTS LLC	\$	15,388,870	\$	12,270,670	PERSONAL
WOODCHASE & CLARENDON APTS LLC	\$	5,931,130	\$	4,729,330	REAL
WOODSIDE VILLAS IRVING LLC	\$	13,000,000	\$	12,100,000	REAL
WOODWIND APARTMENTS	\$	5,193,000	\$	5,100,000	REAL
WOODWIND APARTMENTS	\$	400,000	\$	400,000	REAL
WWC XLV LP	\$	59,000,000	\$	55,500,000	REAL
<b>TOTAL</b>	\$	<b>3,593,101,660</b>	\$	<b>3,287,298,780</b>	

**CONSENT AGENDA ITEM**  
7/22/2024

**TOPIC:** Consider Approval of College Readiness and Success College Board Contract #CB-00037080

**SUBMITTED BY:** : Dorian Galindo, Chief of Staff; Maritza Villa, Director of Student Assessment

**BACKGROUND:** The attached agreement with the College Board provides the following components of the district’s 2024-2025 college and career readiness assessment program pursuant to the District and Board Goals.

- PSAT/NMSQT at grades 10 and 11
- SAT at grade 11

The total cost of the bundled assessments in the agreement for the 2024-2025 school year is \$117,579.35 a decrease of \$22,511.65 from the \$140,091.00 contract in the 2023-2024 school year. Appropriate funds for these assessments are included in the Performance Outcomes and Data department budget. Based on documentation provided by the vendor, the College Board is a sole-source provider of the above-mentioned assessments.

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends the Board of Trustees approve the College Board’s College Readiness and Success Contract #CB-00035381 for college readiness as a sole-source provider.

**RECOMMENDED BOARD MOTION:** I move the Board of Trustees approve the College Board’s College Readiness and Success Contract # CB-00037080 for college readiness as a sole source provider.

Additional Agenda Sheets Attached:  Yes  No

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00037080**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed ('Effective Date'), by and between Irving Independent School District ('Client') and College Board ('College Board').

**WHEREAS**, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services.** College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2025 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

**2.2.3 Availability of Services.** In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2024-2025 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

## 5.0 Representations and Warranties.

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, 'Damages') provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## 9.0 Miscellaneous.

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its

reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

*With a copy to*  
Legal Department

**To Client:**  
Dorian Galindo  
Senior Executive of Performance  
Outcomes

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

Irving Independent School District  
2621 W Airport Fwy # 1400  
Irving, TX 75062-6020  
Tel: (972)600-5097  
dgalindo@irvingisd.net

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration

of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

IRVING INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Matthew Wagner  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Interim President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

6/25/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PSAT/NMSQT<sup>®</sup>  
SHELF SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT<sup>®1</sup> provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

**II. PROGRAM MATERIALS AND INFORMATION**

College Board shall furnish PSAT/NMSQT materials and information as follows:

**1. Materials for Students:**

- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

**2. Materials for Participating Schools:**

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

- 4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

**III. CLIENT RESPONSIBILITIES**

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each participating school will:
  - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.
  - b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
  - c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

<sup>1</sup> PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (<https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf>) **at least two weeks before the anticipated start of testing.**
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
  1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
  2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <http://sat.org/COVID19>.

#### IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

##### 1. Digital Testing Requirements

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. The Technology Coordinator will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

##### 2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

##### 3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's

Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ("SSD Coordinator") is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The "SSD Coordinator Form" (used to establish an SSD Coordinator) is available at <https://accommodations.collegeboard.org/media/pdf/ssd-coordinator.pdf>. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

## V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org) ("SSOR"), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org) and (c) the Client's contacts entered online in SSOR.
  - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window**.

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's test day tool kit ("TDTK") application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

## VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.
3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should immediately notify College Board.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of a testing date for testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the testing window.

## VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- \*First and last name
- Middle initial
- \*Date of Birth
- \*Attending institution (AI Code)
- \*Grade
- \*Gender
- \*Test administration indicator (that is, which assessment)
- \*Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
  - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
  - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
  - c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
  - d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the student, their high school and district about the students' eligibility and recognition status.
  - e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship

- Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org.
- f. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
  - g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
  - h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
  - i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
  - j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
  - k. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
  - l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
  - m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

## VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer

Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

## IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
  - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
  - b. Assistance with completing required forms such as AI Request Form;
  - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
  - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

## X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

## XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

**XII. CLIENT CONTACT INFORMATION**

	Primary <sup>1</sup>	Procurement <sup>2</sup>
Name:	Maritza Villa	Jerome Pilgrim
Title:	Coordinator of Student Assessment	Director of Purchasing
Address:	2621 W Airport Fwy # 1400	2621 W Airport Fwy
City/State/Zip:	Irving, TX 75062-6020	Irving, TX 75062-6020
Phone:	972-600-5067	972-600-5000
Fax:		
Email:	mvilla@irvingisd.net	jpilgrim@irvingisd.net

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

**SAT<sup>®</sup> SCHOOL DAY PROGRAM  
SHELF SCHEDULE****I. BACKGROUND**

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants.'

**II. PROGRAM MATERIALS AND INFORMATION**

College Board shall furnish SAT School Day materials and information as follows:

**1. Materials for Students:**

- a. Link to the Student Guide.
- b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
- d. For SAT (starting Spring 2024), information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

**2. Materials for Participating Schools:**

- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex 1.

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

**4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at <https://www.khanacademy.org/digital-sat>. Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

**III. CLIENT RESPONSIBILITIES**

1. In connection with SAT School Day, Client agrees that it will, or will ensure each participating school will:
  - a. Comply with the Legal Terms for Educators and Institutions at <https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms>.

- b. Review the information in Annex 1 below and incorporated herein about College Board’s mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, ‘Designated Personnel’).
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
- h. Ensure that registered students are provided a link to the online SAT Student Guide (<https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf>) **at least two weeks before the anticipated start of testing**.
- i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
- j. Administer the test only during the authorized Testing Window for which the school is registered.
- k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
- l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board’s only option is to complete testing on the other days during the testing window. This is Client’s sole remedy in relation to such disruption.
  1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.
  2. For more information on what to do in the event of extended closure due to a weather or disruptions including without limitation epidemics, see our <https://sat.org/COVID19>.

#### IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

##### 1. Digital Testing Requirements.

- a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board’s Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at <https://satsuite.collegeboard.org/digital>. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
- c. The Technology Coordinator will ensure that Participating School(s) consult College Board guides and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Client shall complete College Board’s Registration process for each student scheduled to test by the registration deadline.
- e. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students’ testing needs, Client should arrange for alternate accommodation supports.

##### 2. Paper Tests

- a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
- b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
- c. Participating Schools will collect all test books at the end of the test.
- d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
- e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

##### 3. ACCOMMODATIONS

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at [collegeboard.org/SSD](https://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at [SSD Coordinator Form](#). Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. [English Learner \(EL\) Supports](#) like translated directions and the use of word-to-word glossaries do not require approval or special test format.

## V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org). ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location [ordering.collegeboard.org](https://ordering.collegeboard.org) and (c) the Client's contacts entered online in SSOR.
  - a. **Changes to Participating Schools.** Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If any of Client's schools are omitted from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to utilize College Board's test day tool kit ('TDTK') application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

## VI. TESTING

1. **SAT Testing Windows.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in College Board's SSOR. In order to test, Client, or Participants, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Participants using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.
2. **Administering the SAT.** The SAT will be administered to Participating Students under standard College Board national test administration and security protocols as specified in the SAT School Day testing publications and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Participating schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect.

In a Delay Event occurs, College Board will use its best reasonable efforts to support the change of testing window for paper testing. College Board will assume any additional costs associated with rescheduling and delivering paper tests to participating schools impacted by a Delay Event up to one week prior to the end of the testing window. College Board reserves the right to deny the delivery of additional paper materials if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for new materials in time to allow delivery of applicable paper test materials. No additional administration of the assessment will be made available after the Testing Window.

## VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- \*First and last name
- Middle initial
- \*Date of Birth
- \*Attending institution (AI Code)
- \*Grade
- \*Gender
- \*Test administration indicator (that is, which assessment)
- \*Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement and for the purposes outlined below.
  - a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
  - b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*

- c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
- d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the student, their high school and district about the students' eligibility and recognition status.
- e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the PSAT/NMSQT Student Guide and [www.nationalmerit.org](http://www.nationalmerit.org).
- f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
- g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
- i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- k. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
- l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
- m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

## VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection.** College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of

personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures.** College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

## IX. COLLEGE BOARD SCHOOL DAY CUSTOMER SERVICE

1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:
  - a. Step-by-step assistance with College Board online tools including SSD System, SSOR and TDTK;
  - b. Assistance with completing required forms such as AI Request Form;
  - c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
  - d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

## X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License.** The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also

include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

- 3. **Student Score Report License.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

**XI. FEE CALCULATION**

- 1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

- 2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

**XII. CLIENT CONTACT INFORMATION**

	Primary <sup>1</sup>	Procurement <sup>2</sup>
Name:	Maritza Villa	Jerome Pilgrim
Title:	Coordinator of Student Assessment	Director of Purchasing
Address:	2621 W Airport Fwy # 1400	2621 W Airport Fwy
City/State/Zip:	Irving, TX 75062-6020	Irving, TX 75062-6020
Phone:	972-600-5067	972-600-5000
Fax:		
Email:	mvilla@irvingisd.net	jpilgrim@irvingisd.net

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

## Annex 1

**College Board's College and Career Readiness Educational Services**

With the assessment(s) ordered under this Agreement (each a 'Covered Assessment' and collectively 'Covered Assessments'), College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT and PSAT 10. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

**SCORE INFORMATION:** In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments.

**RECOMMENDATIONS:** In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

**CONNECTIONS\*:** Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'), based on criteria provided by those Eligible Institutions and Participating Colleges, which may include student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections (collectively, 'Messages'). The students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services) may also influence and personalize the students' experiences within BigFuture School and the content of Messages. For Messages from Eligible Institutions, assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments may be used. For Messages with preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used. **College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.**

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. Students can opt-out any time, as described more fully below.

Opted-in students may receive Messages from Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom Messages are delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Messages from Participating Colleges with a preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Messages are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While the Messages may be personalized by College Board (e.g., student name at the top of an email) through

automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that Message(s) are forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission in a Message, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service.

\*Not offered in New York at this time. There may be other exclusions.

#### ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:

- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App. Students are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments.. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit [collegeboard.org/connections-tc](https://collegeboard.org/connections-tc) for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the a deadline communicated by College Board for each assessment in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose not to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for all Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email [sateducator@collegeboard.org](mailto:sateducator@collegeboard.org).
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, [www.collegeboard.org](http://www.collegeboard.org). Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. [collegeboard.org/privacycenter](http://collegeboard.org/privacycenter).

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2024	July 1, 2024	June 30, 2025	2,850	\$18.00	\$51,300.00	\$23,920.65	\$27,379.35
SAT School Day: Spring 2025	July 1, 2024	June 30, 2025	2,200	\$60.00	\$132,000.00	\$41,800.00	\$90,200.00

Subtotal: \$183,300.00

Total Discount: \$65,720.65

Total Cost: \$117,579.35

**CONSENT AGENDA**  
**7/22/24**

**TOPIC:** Consider Approval of Agreement with Head Start of Greater Dallas for the 2024-25 school year

**SUBMITTED BY:** Ahna Gomez, Chief of Schools and Jennifer McKee, Director of Early Childhood Programs

**BACKGROUND:** Since 1998, the Irving Independent School District has collaborated with the agency to provide a full-day Head Start program to eligible students at our Early Childhood Schools. We continue to propose two full-day Head Start PK3 classes at Clifton and three full-day PK4 classes at the other early childhood schools.

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends approval of the Agreement with Head Start of Greater Dallas, Inc. authorizing Ahna Gomez Chief of Schools, to sign any or all certifications necessary to effectuate the purpose of the contract.

**RECOMMENDED BOARD MOTION:** I move the Board approve the agreement with Head Start of Greater Dallas along with authorizing Ahna Gomez, Chief of Schools, to execute the certifications.

**Additional Agenda Sheets Attached:**  Yes  No

Attachments: Agreement between Irving Independent School District and Head Start of Greater Dallas

**AGREEMENT  
BETWEEN  
IRVING INDEPENDENT SCHOOL DISTRICT AND  
HEAD START OF GREATER DALLAS, INC.**

THIS AGREEMENT is made and entered into this 1st day of August 2024 by and between the Irving Independent School District ("IISD") and HEAD START of Greater Dallas, Inc. ("HEAD START").

WHEREAS, HEAD START is a not-for-profit corporation organized and incorporated pursuant to the provisions of the Texas Non-Profit Business Corporation Act; and

WHEREAS, IISD is an independent school district and organized and established pursuant to the Texas Education Code; and

WHEREAS, HEAD START provides services pursuant to 42 U.S.C. 9801 et. seq. as amended, entitled the Head Start Act, for eligible clients who reside within the Dallas County; and

WHEREAS, IISD operates and provides a full day preschool "public" educational program for eligible students who are age 4 on or before September 1 of the year they are enrolled in the program and are not age 5 at the time of enrollment; and

WHEREAS, IISD desires to make available to its eligible "Pre-K" 4-year-old students a full day educational program and dual enrollment opportunities; and

WHEREAS, the Board of Trustees of the Irving Independent School District finds that it is in the public interest and fosters a legitimate educational purpose, goal or function of the school district that IISD provide facilities and make available certain educational services for eligible 4-year-old children who reside in the IISD and are in need of such services in order to enhance their opportunities for success in IISD; and

WHEREAS, IISD and HEAD START desire to enter into a cooperative agreement for the educational benefit of eligible 4-year-old children who reside in the IISD.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants terms and conditions expressed herein, IISD and HEAD START make and enter into the following agreement:

**I.  
DEFINITIONS**

1.01 "Students" Means those students enrolled in and admitted to Clifton, Pierce, and Kinkeade Early Childhood Schools who are in attendance on a full or part-time basis in the school's "Pre-K" program who meet the following eligibility criteria.

- (a) all homeless children as that term is defined in the Texas Education Code; or
- (b) who qualify for benefits under the Federal free or reduced lunch program; or
- (c) who are eligible limited language proficient students; or
- (d) who are currently or formerly in a foster care system; or

- (e) who are a child of a member of the United States Armed Forces; or
- (f) Children of families who fall within the Federal Poverty Guidelines (a 10% above is acceptable).
- 1.02 "Educational Services": Means those services described in the Act (as defined below) applicable to eligible age four (4) students as herein defined or required by the Act to be provided by IISD as collaborator with HEAD START,
- 1.03 "Facilities": Eight (8) classrooms, to be designated, with the right of ingress and egress and appurtenant facilities necessary to the intended use of the eight (8) classrooms as they may be approved and scheduled by the School Principal. Additional classrooms may be designated as funding and space become available with mutual approval of both parties. These classrooms shall be under the direction of IISD.
- 1.04 "The Act": means 42 U.S.C. 9801 et. seq., as amended, (the "Head Start Act") and 45 CFR Part 1301 et seq., where applicable to this Agreement.
- 1.05 General Definitions: Unless the context otherwise requires, all other terms shall have the meanings prescribed for them in the Texas Education Code or policies adopted by the Board of Trustees of IISD.
- 1.06 Family Style means that snack and mealtimes support development and learning. Snack and meals must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization. Children must have sufficient time to eat. It is recommended 30 minutes; however, no less than 20 minutes. Food cannot be used as a punishment or reward or force children to finish their food. Adults must be eating with children, sharing the same meal.
- 1.07 Cafeteria Style means children and adults must eat as a unit and each child and adult must be served at least the minimum of each component.
- 1.08 Use of Terms: All terms defined in this Article or otherwise in this Agreement may be used in the singular or plural as may appear appropriate.
- 1.09 "Pre-K classrooms" for the purpose of this agreement refers to IISD classrooms administrated by IISD committed to following the Performance Standards of the Head Start Act and receiving support and assistance from HEAD START in order to be in compliance with the Performance Standards. Students in these classrooms shall be considered "dual-enrolled" in both the TEA sanctioned Pre-K and the federal Head Start program.
- 1.10 "Teaching Staff" refers to IISD employed certified Teachers and Instructional Aides who staff the dual enrolled classrooms.
- 1.11 "Instructional Aide" refers to the paraprofessional teaching staff that assists the certified Teachers in the classrooms.

**II.**  
**SPECIFIC OBLIGATIONS AND PROCEDURES**

2.01 Specific Obligations of IISD:

- (a) Provide HEAD START the use of office space, as defined in subsection (o) below, for Support Staff during the term of this Agreement from 7:30 o'clock a.m. to 4 o'clock p.m. on IISD designated school days.
- (b) The facilities provided shall meet the minimum standards for such facilities as required by the Act.
- (c) To maintain the Facilities as required by the Act.
- (d) Provide no more than eight (8) classroom teachers with professional certification that meets the qualifications of the IISD pursuant to its Official Board Policies.
- (e) Provide no more than eight (8) instructional aides pursuant to IISD Board Policy.
- (f) Serve meals and snack high in nutrients and low in fat, sugar, and salt.
- (g) Submit menus to Head Start Dietitian to ensure Head Start compliance.
- (h) Offer breakfast, lunch, and snack daily.
- (i) Provide and serve water to Head Start students as part of snack on a daily basis.
- (j) Make water available throughout the day.
- (k) Ensure that all documented medically recognized allergic or religious based dietary needs are accommodated.
- (l) Ensure doctor statements are maintained and communicated to food service personnel.
- (m) Serve meals and snack family style. Adults will eat meals with the children on a daily basis.
- (n) Post classroom documentation of the Students' names, diagnosed allergies, intolerances, and special diets with food substitutions on an allergy chart with cover sheet.
- (o) Instruct a nutrition activity, following the Savvas curriculum, one time per week in the classroom.
- (p) Supervise and evaluate the assigned teachers and instructional aides pursuant to IISD policies and procedures.
- (q) Responsible under the Act for providing Educational Services to eligible students in accordance with the Head Start Program Performance Standards with such assistance as necessary from Head Start.

- (r) To use its best efforts with assistance from HEAD START to provide bus transportation for scheduled field trips in connection with the Pre-K classrooms.
- (s) District will provide 850 square feet of space for each class Pre-K classroom, provide office space for support staff of 120 square feet; 50 square feet of space for each classroom restroom, and 30,000 square feet of space for playground. Such space shall be considered as in-kind and counted towards HEAD START's nonfederal match requirements. The in-kind rate shall be set annually by IISD and reviewed by both parties not less than annually for accuracy and appropriateness or Head Start, at its own expense, may have an independent appraisal of the fair market rental value conducted. If HEAD START chooses to exercise this option, the IISD may conduct their own appraisal (by a certified appraiser), and if values differ, either a party independent appraiser will be hired (agreed upon by both parties), or negotiations between the two parties will begin and continue until mutual agreement.
- (t) IISD is acknowledged as a local education agency and a governmental entity under the laws of the State of Texas. As such, IISD is subject to the authority and limitations of the Texas Constitution, the Texas Civil Practice and Remedies Code, and all applicable federal, state, and local laws, including governmental immunity provisions therein. Nothing in this Agreement shall be construed or understood as a waiver of any immunities from suit or from liability that the parties have by operation of law. To the extent permitted by law, but without waiving any immunities afforded it by applicable law, IISD will indemnify and hold harmless HEAD START for any and all loss, expense, and/or claims associated with or arising out of IISD's activities by persons over whom IISD has the sole right of control during the performance of this contract by IISD when such activities by such persons constitutes the sole proximate cause of injury or damages due to such activities.
- (u) The District shall supply Head Start with invoices and all other required approved documentation necessary for reimbursement of expenses within sixteen days from the last day of the month in which they occurred.
- (v) The District agrees that HEAD START, the grant awarding agency (HHS, Health and Human Services), the Comptroller General of the United States, or any of their duly authorized representatives of the United States government shall have access to any books, documents, papers, and records of the District and/or third party contractor, utilized by the District that are directly pertinent to a specific program (Head Start), for the purpose of making audits, examinations, excerpts and transcripts. Records shall be maintained for at least three years from the termination date of the Agreement.
- (w) Irving ISD agrees to provide Head Start a 30-day written notification prior to proposed changes to center classrooms or locations.

## 2.02 Specific Obligations of HEAD START

- (a) As Grantee, HEAD START is responsible to the Department of Health and Human Services to ensure compliance with the Head Start Act's Program Performance Standards.

- (b) Provide one (1) full-time Family Advocate and assistant. Provide one (1) full-time health service specialist and assistant. Other support staff may be added as enrollment increases as required by the Act to ensure compliance with the Head Start Program Performance Standards.
- (c) Ensure that Head Start Special Education Coordinator collaborates and monitors enrollment of children for special services/education by:
  - Attending ARD/IEP (Admission, Review, Dismissal /Individualized Education Program) meeting when scheduled for children identified for special education; visit with the teachers once every two weeks upon notification of the Principal.
  - Complete appropriate database documentation on children enrolled for special education/services.
- (d) Ensure that Head Start Mental Health Professional provides required mental health services by:
  - Observing the classrooms and consulting with the teachers once a month as part of on-going classroom observation, in accordance with the Head Start Performance Standards upon notification of the Principal, address individual behavior concerns; and provide counseling services to parents who need it.
- (e) Ensure that HEAD START staff members and volunteers working in the Early Childhood Schools comply with all applicable IISD Board Policies.
- (f) Provide all necessary supplies and materials related to complying with the Act's Program Performance Standards.
- (g) Assume responsibility for the costs of three (3) field trips (which includes reasonable related transportation costs) per year per classroom in connection with the Pre-K classrooms. Field Trips and related costs shall be reimbursed upon receipt of supporting documentation and invoice per Section III, Fees and Charges.
- (h) Assume the responsibility for the cost of pre-packaged back to school supplies for students in the Pre-K classrooms.
- (i) Cooperate and assist IISD in enforcement of attendance policies, including but not limited to necessary contact with parents.
- (j) Ensure that the students' parents attend the orientation program required by the Act. Included in the orientation program will be the importance of daily attendance, the attendance policies, policy and grades of the Pre-K classrooms, and the expectations of parents.
- (k) Pay IISD the allowable fees and charges hereinafter described and provided for within thirty days of receipt of invoice and required approved documentation by HEAD START for the described services and for use of the Facilities. HEAD

START shall be obligated to pay only those costs that are "allowable" under "Uniform Administrative Requirements Title 2, Subpart E 200.403 and HHS regulations 45 CFR Subpart E 75.403.

- (l) HEAD START agrees IISD shall have access to any books, documents, papers, and records of HEAD START and/or any third-party contractor utilized by HEAD START that are directly pertinent to a specific program (Irving ISD Head Start) for the purpose of making audits, examination excerpts, and transcripts. Records shall be maintained for at least three years from the termination of the Agreement.
- (m) Hold IISD, its Board of Trustees, officers, and employees whole and harm less from any and all liability for compliance with the Act, with the exception of such obligations to maintain compliance as addressed herein, including the costs of defending any legal actions against IISD, including attorney's fees, alleging any act or omission in violation of or non-compliance with the Act.

### III.

#### FEES AND CHARGES

3.01 In consideration for IISD promises and agreements, HEAD START shall in addition to its covenants, promises and agreements made and described herein, timely pay IISD the following fees and charges for use of the described Facilities and for the services to be provided by IISD.

- (a) Fifty percent (50%) of each teacher's salary assigned to the program based on IISDs applicable salary schedule; excluding benefits;
- (b) One hundred percent (100%) of each instructional aide's salary assigned to the program based on IISDs salary schedule; excluding benefits;
- (c) One hundred fifty dollars (\$150.00) per year per classroom used by the Pre-K classrooms for the use of IISDs consumable supplies; and
- (d) Seventy-five dollars (\$75.00) per year per classroom used by the Pre-K classrooms for the use of student cooking supplies;
- (e) Eighty dollars (\$80.00) per month per classroom used by the Pre-K classrooms to defray the costs of utilities, maintenance and janitorial services;
- (f) Assume responsibility for the costs of three (3) field trips (which includes reasonable transportation costs) per year per classroom in connection with the Pre-K classrooms. Field Trips and related costs shall be reimbursed upon receipt of supporting documentation and invoice;
- (g) Assume the responsibility for the cost of pre-packaged back to school supplies for students in the Pre-K classrooms;
- (h) Eighty-six dollars and ninety-two cents (\$86.92) per month per location for the cost of HEAD START fax lines if ever required;
- (i) All meals provided by IISD to instructional aides; and
- (j) The costs of snacks provided to the Pre-K Classroom Students by IISD and monitored by Head Start Nutrition Specialist;
- (k) Will pay for cost of food accommodations that IISD cannot provide under the USDA National Food Lunch program.

- 3.02 IISD shall invoice HEAD START for the applicable fees and charges for the previous month by the 15th day of each month. HEAD START shall pay the invoice(s) in full within 30 days of receipt of invoice and required approved documentation by HEAD START. Approved documentation shall contain such detail required by HEAD START's Chief Financial Officer including, but not limited to monthly non-federal in-kind amounts reported for salaries, benefits, and medical insurance; monthly nonfederal in-kind reported for space, maintenance, operations, and utilities; etc. The invoice format and specific detailed items shall be negotiated between the respective party's financial officers.

#### **IV.**

### **GENERAL AND MUTUAL OBLIGATIONS**

- 4.01 Each party shall designate upon execution of this Agreement a representative responsible for implementing this agreement and maintaining compliance therewith.
- 4.02 Jointly plan and conduct staff development programs for applicable personnel to effectively meet the needs of the Students and their families,
- 4.03. IISD Administrator, School Principal, and Head Start Staff shall visit the designated classroom on a regular basis while classes are in session.
- 4.04 Jointly schedule and conduct periodic meetings of IISD Administrator, school Principal, HEAD START Coordinator, Teachers, aides, and other support staff as dictated by Performance Standards to discuss educational strategies and curriculum concerns about the programs, plan and update the program, individual student plans, and other concerns related to the program.
- 4.05 Each party shall observe and adhere to all federal, state, and local laws, rules and regulations related to confidentiality and the right of privacy of students and their parents.
- 4.06 Jointly monitor and follow the progress of the Students to provide for a smooth transition into kindergarten classes or programs.
- 4.07 During the performance of this contract, IISD and HEAD START agree to the following:
- (a) Cost of meals for aides and snacks for children shall not exceed rates for reimbursable costs set by the National School Lunch Program. All meals and snacks must meet or exceed USDA guidelines.
  - (b) Snack menus shall be approved by HEAD START.
  - (c) Breakfast and Lunch menus shall be reviewed by the Food and Nutrition Services Director at HEAD START.
  - (d) Neither party shall discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. IISD and HEAD START shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. IISD and HEAD START agree to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Responsible Party setting forth the provisions of this Equal Opportunity clause.

- (e) Both parties shall, in all solicitation or advertisements for employees placed by or on behalf of IISD and HEAD START, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion sex, or national origin.
- (f) Both parties shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (g) Both parties shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the parties may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (i) Both parties shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the HEAD START.
- (j) Both parties shall be in compliance with the Clean Air Act (42 U.S.C, 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC. 1251 et seq.). Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
- (k) The FEDERAL GOVERNMENT and GRANTEE shall have Right of Access three years from the termination date of this agreement.
- (l) The FEDERAL GOVERNMENT and GRANTEE shall have "rights to inventions made under this agreement" in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts, and Cooperative Agreements," and any further implementing regulations issued by HHS.

- (m) In accordance with 31 U.S.C. 1352, this Agreement is subject to IISD's execution of the attached:
  - (i) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and
  - (ii) Certification Regarding Federal Lobbying attached hereto and incorporated by reference.
- (n) Both parties agree to abide by the Procedural Guidelines and Clarifications attached hereto as Attachment A and incorporated by reference for all purposes.

## **V. TERMS**

- 5.01. The term of this Agreement is for one (1) school year. Its effective date shall commence on the first day IISD Teacher's report for duty for the 2024-2025 school year and shall terminate on June 15, 2025. The parties may renew this contract by executing a single page agreement authorizing renewal for an additional school year under the same terms and conditions contained herein including IISD executing the then current certifications described above.
- 5.02 The obligations of IISD to pay for the performance of its herein described obligations and services are subject to current revenues being available to IISD from which to make the described payments.
- 5.03 In the event of or upon loss of federal funding by HEAD START this Agreement shall be terminated with no penalty to either party.

## **VI. MISCELLANEOUS PROVISIONS**

- 6.01 Venue: The obligations of the parties hereto shall be performable in Irving, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas unless superseded by federal jurisdiction.
- 6.02 Applicable Law: The Agreement is made subject to the provisions of enacted written Policies of IISD's Board of Trustees, as amended, and all applicable provisions of the Laws of the State of Texas
- 6.03 Governing Law: This Agreement shall be governed by and construed in accordance with the laws and court decision of the State of Texas unless superseded by federal law.
- 6.04 Legal Construction and Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

- 6.05 Captions: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 6.06 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 6.07 Entire Agreement: This Agreement embodies the complete agreement of the parties hereto, supersedes all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
- 6.08 Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 6.09 This Agreement does not establish a legal entity separate and apart from the Parties and is not intended to create any agency relationship between them.
- 6.10 Nothing in this agreement will be deemed to be construed by the parties or third parties as employment with Head Start of Greater Dallas, Inc (HSGD). IISD teachers and teachers aides are not employees of Head Start of Greater Dallas, Inc. HSGD will not provide fringe benefits, including health insurance, paid vacation, workers' compensation or any other employee benefits.
- 6.11 The parties agree that they may not transfer or assign their respective interest in this Agreement without the prior written consent of the other party.
- 6.12 Neither 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 of similar or dissimilar nature beyond its control.
- 6.13 The persons signing and executing this Agreement on behalf of HEAD START and IISD, or representing themselves as signing and executing the Agreement on behalf of HEAD START and IISD, do hereby warrant and guarantee that they have been duly authorized by the party on behalf of which they sign to execute the Agreement on behalf of such party and to validly and legally bind such party to all terms, performance, and provisions herein set forth.
- 6.14 IISD may terminate this Agreement without cause and without liability upon 30 days' prior written notice to the other party. Either party may immediately terminate this Agreement for any material breach that is not cured to the non-breaching party's satisfaction within 10 days of breaching party receiving written notice that specifies the breach.

**VII.**  
**NOTICES AND DESIGNATED REPRESENTATIVES**

7.01 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties by depositing same in the United States mail, postage prepaid, at the address shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for HEAD START OF GREATER DALLAS, INC.  
Kathryn McCartney, Chief Executive Officer  
HEAD START of Greater Dallas, Inc.  
3954 Gannon Lane  
Dallas, Texas 75237-2919

If intended for Irving Independent School District  
Ms. Magda Hernandez  
Superintendent of Schools Irving  
Independent School District  
2621 W. Airport Freeway  
Irving, Texas 75062

EXECUTED as of the \_\_\_ day of \_\_\_\_\_, 2024.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the date first above written.

HEAD START of Greater Dallas, Inc.

By

  
Kathryn McCartney, Chief Executive Officer

IRVING INDEPENDENT SCHOOL DISTRICT, an independent school district and a political subdivision of the State of Texas and located in the City of Irving, Texas, County of Dallas.

By

\_\_\_\_\_  
Dr. Rosemary Robbins, President of the Board

Attest:

\_\_\_\_\_  
Michael Kelley, Secretary of the Board

Date \_\_\_\_\_

RECOMMENDED:

By

\_\_\_\_\_  
Ahna Gomez, Chief of Schools

Date \_\_\_\_\_

APPROVED AS TO FORM: By

\_\_\_\_\_  
Wesley Nute, School Attorney

## **CERTIFICATION**

### **REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

#### **DEFINITIONS**

##### **Covered Contracts/Subcontract**

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract, or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

**Debarment** - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred."

**Grant** - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee, or sub-recipient.

**Ineligible** - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

**Participant** - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

**Person** - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

**Principal** - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

**Proposal** - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension** - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended."

**Voluntary exclusion** - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have a government wide effect.

**Voluntarily excluded** - The status of a person who has agreed to a voluntary exclusion.

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**CERTIFICATION**

**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED  
CONTRACTS**

<b>Name of Business (Contractor)</b>	<b>Vendor ID No. or Social Security No.</b>
Irving Independent School District	

- (1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name of  
Contractor Representative

\_\_\_\_\_  
Printed/Typed Title of  
Contractor Representative

**CERTIFICATION REGARDING FEDERAL LOBBYING**

(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

Federal legislation generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the Federal government. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as common rule, "New Restrictions on Lobbying" published at 55 Federal Register (FR) 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Government wide Guidance on New Restrictions on Lobbying" and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Contracting entities or sponsored sites that contract for goods or services using Federal funds must obtain this certification for any award exceeding \$100,000 and if necessary must obtain the *Standard Form-LLL, "Disclosure Form to Report Lobbying."*

**CERTIFICATION**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form-LLL, "Disclosure Form to Report Lobbying"*, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Irving Independent School District  
\_\_\_\_\_  
Name of Organization submitting certification

\_\_\_\_\_  
Name of Organization Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Organization Representative

\_\_\_\_\_  
Date

## Attachment A

### Procedural Guidelines and Clarifications

WHEREAS, Irving ISD and Head Start of Greater Dallas, Inc. (HSGD) agreed to enter into an agreement to provide Pre-K classrooms in accordance with the Head Start Act each are therefore obligated to abide by the Head Start Program Performance Standards and other Head Start related Federal regulations. The following are guidelines and clarifications which attempt to give each of the parties a better understanding of their role for each Component:

#### Family Services Component

##### Eligibility, Orientation, and Enrollment

- IISD and HSGD agree to base each family's eligibility for Head Start pre-school services on the Head Start Poverty Income Guidelines.
- Families who are within the Head Start Poverty Income Guidelines will be dual-enrolled for Pre-K services defined in this contract to meet IISD requirements and Head Start Act funded enrollment.
- Families who are not within the Head Start Poverty Income guidelines will not be able to enroll their children for Pre-K classroom services, defined in this contract, as the enrollment of children over the Head Start Poverty Income Guidelines adversely affects the reimbursement process from USDA for nutrition services.
- HSGD will provide Orientation within the time frame identified by IISD, but within the guidelines set by the Performance Standards, for IISD families outlining the services the Head Start program provides and the documents parents need to enroll children in the Pre-K classrooms defined in this agreement.
- HSGD will provide the necessary staff and materials to enroll children within the timeframe outlined by IISD as long as full enrollment is met prior to the first day school opens after the summer break.

#### Education Component

- Per the Performance Standards, Home Visits by the teachers shall be made in the parent/child's home; Documentation must be written form and signed by the parent if a parent refuses a visit in the home.
- Per the Performance Standards, implement a research-based curriculum in Head Start classroom and conduct a normed researched base assessment (pre, mid and post).
- Substitute teachers are to be used when teachers are on home visits and HSGD will reimburse IISD for the cost of substitutes covering Pre-K classrooms during Home Visits.
- Developmental Screening shall be completed on each child within 45 days of the child entering into the classroom.
- Teacher Assistants must be used in Pre-K classrooms as defined in this contract.
- One full day of Head Start training for the Pre-K classroom teachers shall be scheduled annually in August. In the event the training takes place prior to the IISD Teacher return date and regular in-service training, HSDG will provide a stipend of \$100 per teacher for attendance at this training.

### Health Services Component

The Head Start Performance Standards requires:

- All children are expected to turn in a Physical exam prior to entry into the Head Start program.
- All children are expected to received health screenings prior to entry into the Head Start program which include;
  - a. Anemia testing
  - b. Lead testing (show proof of one test since the age of 12 months)
  - c. TB skin test if questionnaire is positive with a yes answer.
  - d. Ht,Wt, BP, hearing, vision, etc.
- If these tests are not done by their PCP (Primary Care Physician) or if the prior testing is older than 6 months, then the HSGD Health staff will perform these screenings within 45 days after the start of school.
- Each child should have a Dental exam prior to entry and 6 months after the first exam. HSGD will only pay for exams and treatment for those children without health insurance.
- Updates for children's immunizations shall be based on Texas Department of Health ("TDH") requirements.
- Identification of any health concerns will be referred to a health care provider. Parents will be encouraged to get treatment based on the recommendation of the health care provider.
- All other responsibilities/duties will remain under IISD health services requirements (medication, sick child, etc.)
- Health Information will be shared among both IISD/HSGD staff.

### Nutrition Services Component:

The Head Start Performance Standards requires:

- Meals and snack conform to USDA requirements in 7 CFR parts 210, 220, 226, and are high in nutrients and low in fat, sugar, and salt.
- Each child enrolled in the Head Start program must receive breakfast, lunch, and snack on a daily basis.
- Safe drinking water is made available to Head Start children throughout the day.
- Child allergies are posted so that staff can easily view them.
- Each child must be offered breakfast upon arrival at the center.
- An instructional Nutrition Activity must occur one time per week in the classroom.
- Food safety procedures comply with Federal, State, Tribal, and local food safety, and sanitation laws, including those related to the storage, preparation and service of food and the health of food handlers.

### Special Services & Mental Health Component

- (a) The Head Start Performance Standards (45 CFR 1302) requires at least ten percent (10%) enrollment of Head Start children with special needs in the following categories (45-CFR 1308):
- Health Impairment,
  - Emotional/Behavioral Disorders,
  - Speech or Language Disorders,
  - Intellectual Disabilities,
  - Hearing Impairment, Including Deafness,
  - Orthopedic Impairments
  - Visual Impairment, including Blindness,
  - Learning Disabilities,
  - Autism Spectrum Disorders,
  - Traumatic Brain Injury,
  - Other Impairments.

### The Head Start Special Services Coordinator:

- Collaborate and monitor enrollment of children for special services/education with Irving ISD.
  - Attend IEP (Individualized Education Plan) meeting when scheduled by the Irving ISD.
  - Visit with Teachers to discuss their concerns at least once every two weeks.
  - Complete appropriate database documentation on children enrolled for special services.
  - Communicate with the designee (Asst. Principal) on updates.
  - Attend meetings when scheduled.
  - Updates the Head Start of Greater Dallas Special Services/Mental Health Director.
- (b) The Head Start Performance Standards require provision of mental health services (preventative, intervention, and counseling) for children and families by Mental Health Professional (45 CFR 1302).

### The Mental Health Professional

- Observes the classrooms at least once a month as part of on-going classroom observation and consultation for teachers, in accordance with performance standards. (suggestions & professional guidelines)
- The school district does not provide mental health services for parents. In that case, he/she will provide counseling services to parents who need it, or refer to appropriate consultant,
- As a last resort, step in when there are cases warranting and Head Start children to be suspended or dismissed for social/behavioral problems by the school district, to provide mental wellness, since Head Start does not suspend/dismiss children for inappropriate behaviors.
- Update the Special Services/Mental Health Director.

## HEAD START/ISD PROCEDURES FOR ADDRESSING SOCIAL/BEHAVIORAL CHALLENGES

1. When a child is having social/behavior challenges:
  - a. Refer to HS Special Services/Mental Health for observation
  - b. HS Special Education Services Coordinator will give teacher recommendations on effective management strategies for children with emotional/social challenges, based on classroom observations.
2. If negative behaviors continue... IISD teacher refers student to SST
  - a. SST can recommend child to Youth and Family services.
  - b. SST chair will invite the HS Special Services/Mental Health representative to the SST meeting to discuss with team and parent the observations made by HS personnel.
  - c. If behaviors continue...
3. If parent refuses Youth and Family referral or recommendations — have a parent meeting with principal and/or family advocate to have parent sign a Head Start Refusal of Service form and discuss limited attendance.
4. If parent goes to Youth and Family, but the negative behaviors continue, the principal will have the discretion how to move forward (early pick-up, limited attendance, dismissal).

### Financial Administrative component:

Title 2, CFR 225, Sec. 215.21 "Standards for Financial Management Systems" requires:

Documentation in support of monthly billings must include:

- invoice containing description and amount for each expense item for which reimbursement is requested including amounts specified in the contract for utilities, maintenance & janitorial services, and fax lines;
- listing of teachers by name with annual salary and related employee benefits;
- listing of teacher assistants by name with annual salary and related employee benefits;
- copy of invoice for transportation costs related to field trips;
- copy of invoice (or registration/confirmation form) for field trip entrance fees;
- copy of invoice for costs related to field trips;
- copy of invoice for classroom supplies;
- for nutrition services — a separate invoice with supporting detail of number of meals and snacks served each month by type and by day.

**CONSENT AGENDA ITEM**  
**July 22, 2024**

**TOPIC:** Consider Approval of the Irving Independent School District Regional Day School Program for the Deaf 2024-2025 Shared Service Agreement

**SUBMITTED BY:** Bel Williams, Executive Director of Intervention Services and Rachel Taylor, Director of Special Education

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

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends approval of the Irving Independent School District Regional Day School Program for the Deaf 2024-2025 Shared Service Agreement.

**RECOMMENDED BOARD MOTION:** I move that the Board Approve the 2024-2025 Shared Service Agreement

Additional Agenda Sheets Attached:  Yes  No

**Attachment:**

- Irving ISD Regional Day School Program for the Deaf 2024-2025 Shared Service Agreement

**IRVING REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**  
**SHARED SERVICES ARRANGEMENT AGREEMENT**

Irving Independent School District ("IISD") and members Duncanville Independent School District ("DVISD"), Grand Prairie Independent School District ("GPISD"), and Carrollton Farmers Branch Independent School District ("CFBISD") (hereinafter, individually referred to as a "Member District" and collectively referred to as "Member Districts" or SSA "Members" or "School Districts") agree to cooperatively operate their Regional Day School Program for the Deaf under the authority of Texas Education Code §§ 30.081-30.087 and Texas Government Code, Section 791.001 *et seq.*, as the Irving Regional Day School Program for the Deaf, ("IRDSPD") through this Shared Services Arrangement ("SSA") Agreement (hereinafter, the "Agreement"). IISD shall act as Fiscal Agent Member District (the "Fiscal Agent") for purposes of this Agreement. Member Districts agree that:

**1. GENERAL COVENANTS AND PROVISIONS**

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

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

**1.3** The special education program for the IRDSPD will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 *et seq.*; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081-30.087 and § 1.3 of the Financial Accounting and Reporting Module of the Financial Accountability System Resource Guide, Update 19 ("FASRG"); implementing regulations for all applicable statutes.

**1.4** All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter III, Part 300 of the Individuals with Disabilities Education Act (IDEA), 34 CFR 300 *et seq.*, and the Texas Administrative Code, 19 TAC Chapter 89. Such terms and acronyms shall include, but not be limited to, "FAPE" or Free Appropriate Public Education, "IEP" or Individualized Education Program, "LEA" or Local Education Agency, "LRE" or Least Restrictive Environment, "SEA" or State Education Agency, "MOE" or Maintenance of Effort, "ESEA" or Elementary and Secondary Education Act, and "ARD" or Admission, Review and Dismissal. Cluster Site is defined as the centralized program where students receive direct deaf education services, and which is determined to be the LRE for certain Deaf or Hard of hearing students.

**1.5** DHH students not enrolled in the IRDSPD who meet the eligibility requirements of hearing impaired, but whose hearing loss is not so severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the IRDSPD for direct services. The IRDSPD SSA shall, upon written request to the IDSPD SSA Director, make available a certified teacher of the deaf to be a member of the student's ARD Committee. Additionally, upon written request to the IRDSPD SSA Director,

the IRDSPD SSA will make available personnel for consultation. Any Member District, other than IISD, seeking to access these services shall be charged a service fee in an amount not to exceed FOUR HUNDRED DOLLARS (\$400.00) dollars for a half day of services. For each hour of services that exceed a half day period, the Member District will be charged ONE HUNDRED DOLLARS (\$100.00) per hour. A “half day” is defined as four hours or less.

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

## **2. MANAGEMENT**

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

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

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

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

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

## **3. PERSONNEL**

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

**3.2** The Fiscal Agent shall be responsible for the employment of the IRDSPD personnel and/or personnel who are performing services under this Agreement. IRDSPD personnel, which may include deaf education certified teachers, speech therapists, interpreters, counselors, communication facilitators, teacher assistants, administrators, and itinerant teachers, are employed by the Fiscal Agent and are subject to all policies and procedures of the Fiscal Agent, including, but not limited to, all policies governing contracts, at-will employment, standards of conduct, leave and other benefits. The Fiscal Agent salary schedule shall

apply to IRDSPD personnel. IRDSPD personnel will be evaluated in accordance with IISD personnel evaluation policies and procedures. All individuals providing services must be appropriately certified or licensed to perform the applicable services.

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

**3.4** Any hearing on an IRDSPD employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.

#### **4. FISCAL AGENT**

**4.1** The Fiscal Agent for the IRDSPD is the IISD which is accredited and serves grades Early Childhood through 12.

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

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

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

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

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

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

**4.8** The Fiscal Agent shall retain ownership of all assets acquired by the Fiscal Agent in the provision of services under this Agreement. The IRDSPD has no ownership and shall make no claim of ownership of supplies, equipment, capital equipment, assistive technology and any other fixed or liquid assets or facilities belonging to the Fiscal Agent. Personal property purchased by a Member District with that Member District's funds will remain the property of that Member District. The Member District may retain ownership of such personal property including but not limited to, assistive technology or other specialized device or equipment paid for by the Member District and provided for the use of its IRDSPD student(s). The Fiscal Agent shall retain proof of ownership and any applicable insurances or warranties; however, the Member District shall be responsible for maintain up-to-date coverage on property it owns and for insurance policies or warranties covering such property.

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

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

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

## **5. FISCAL PRACTICES AND MEMBER DISTRICT RESPONSIBILITIES**

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

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

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

**5.4** Member District requiring a DHH representative will be charged TWO HUNDRED AND FIFTY DOLLARS (\$250) per each Admission Review and Dismissal (ARD) meeting.

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

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

**5.7** A Member District may withdraw from the SSA by providing the Fiscal Agent written notice of its proposed action no later than September 1 prior to the end of the fiscal year that it intends to be its final

year as a Member District in the SSA. Upon receipt of the written notice, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to February 1st. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. Upon delivery of such notice, the Member's withdrawal from the SSA shall be effective June 30, if approved by the TEA, the withdrawing Member District shall return to the SSA any supplies, equipment, testing materials, computers, assistive technology, or fixtures in its possession that were purchased with SSA funds, prior to or by the effective withdrawal date of June 30. The cost of any equipment not returned will be charged against the withdrawing Member District. A withdrawing Member District shall pay all costs and fees related to, resulting from, or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations.

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

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

**5.10** Except as otherwise provided herein, Member Districts who are parties to this contract are ultimately responsible for the education of all DHH students within its district boundaries, whether the child is served in the local program, the IRDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. For students who are being served in the IRDSPD SSA Cluster Site, the IRDSPD SSA will make available the following services for eligible students:

- Direct Services to Students
- Auditory Training
- Audiological Management
- Speech and Language Assistance
- Occupational and Physical Therapy Services
- Adapted Physical Education
- Vision Services
- Itinerant Teachers
- Student Counseling
- Specialized Hearing Assistive Technology
- Sign Language Interpreter Services (Cluster Site Only)
- Parent Education
- Program Evaluation

- Staff Professional Development
- Program Supervision
- Consultative Services
- Attend Admission, Review, and Dismissal (ARD) Committee Consistent with 34 C.F.R §300.346

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

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

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

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

**5.11** If an ARD committee determines an IRDSPD Cluster Site student requires an Intensive Support for Assistance and/or specialized equipment, the SSA Member District from which the Cluster Site student resides shall be liable for all costs associated and shall reimburse the Fiscal Agent for the amount.

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

## **6. LEGAL RESPONSIBILITIES**

**6.1** Each Member District with resident students receiving services under this Agreement shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE") required for each student. Students who reside in another Member District and who attend Cluster Sites are not considered legal transfers of IISD. The sending District continues to serve in the role of the LEA, to the extent permitted by TEA. Member Districts where the student resides or where students are enrolled will be counted in that Member District's accountability report.

**6.2** The Member District wherein the student resides or in which the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student including but not limited to special education due process hearings brought pursuant to the IDEA. The

Member District shall have the right to control the defense of such action, and shall be responsible for all costs in such defense and all damages and obligations arising therefrom.

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

**6.4** Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom the Member District has an employment contract or with whom the Member District has an employment relationship. The Fiscal Agent shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from or related to an employee with whom it has an employment contract or employment relationship.

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

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

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

## **7. CLUSTER SITES**

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

## **8. INTERPRETER SERVICES FOR SCHOOL SPONSORED ACTIVITIES OUTSIDE THE INSTRUCTIONAL DAY**

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

**8.2** Enrollment into summer enrichment programs will be at the discretion of the Member District in which the enrolled student resides. IISD will make available interpreter services based on a fee as determined by IISD.

## **9. THE AGREEMENT**

**9.1** This agreement will be automatically renewed by each Member District annually unless notification of withdrawal is given by the Fiscal Agent, or the program is otherwise terminated by action of TEA.

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

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

**9.4** This Agreement is governed by the laws of the State of Texas.

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

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

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

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

**9.9** It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Member Districts agree that each Member District has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Member Districts.

**9.10** This Agreement shall be deemed drafted equally by all Member Districts hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Member District shall not apply. Headings in this Agreement are for the convenience of the Member Districts and are not intended to be used in construing this Agreement.

**9.11** Notwithstanding any provision of this Agreement, there are no third-party beneficiaries to this Agreement. The Member Districts to this Agreement do not intend to confer any rights to this Agreement, including, without limitation, the right to sue to enforce this Agreement, to any non-party. Nothing in this Agreement may be interpreted to allow any third-party beneficiary to this Agreement.

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2024.

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Superintendent Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2024.

DUNCANVILLE INDEPENDENT SCHOOL DISTRICT

Superintendent Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2024.

CARROLLTON FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT

Superintendent Signature: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Executed on this \_\_\_\_ day of \_\_\_\_\_ 2024.

IRVING INDEPENDENT SCHOOL DISTRICT

Magna Hernandez, Superintendent: \_\_\_\_\_

Dr. Rosemary Robbins, President Board of Trustees: \_\_\_\_\_

Irving Independent School District Attest:

Michael Kelley, Secretary Board of Trustees: \_\_\_\_\_

**EXHIBIT A**  
**IRVING REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF**  
**Cost Analysis**

<b>Cost Analysis</b>	
Cost per student to be taught at IISD)	\$6,990
Cost of RDSPD Staff	\$1,350,000
Cost of travel (average)	\$10,000
Cost of equipment (average)	\$30,000
Cost of Audiologist/ENT	\$63,400
Cost of SLP (2.5)	\$150,000
Cost of Diagnostician	\$71,000
Total:	\$1,681,390
State Deaf Grant	520,000
Total amount of students	76
Total cost per student in DEAF ED:	\$14,262
Cost of LIFE Aides per LIFE student	\$3,481
Total for LIFE DEAF ED	17,743

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

**Tuition/Fees**

Self-contained (cluster site) student per year	\$14,260
LIFE Deaf Education (cluster site) student per year	\$17,700
Itinerant Student per year (One <u>45 minute</u> session per week)	\$6,500
Itinerant Student per year (One <u>90 minute</u> session per week)	\$10,500
Itinerant Student per year (One <u>135 minute</u> session per week)	\$15,000
ECl per year (up to 180 minutes per month)	\$6,500
ARD/IFSP Fees (per ARD/IFSP)	\$250
Consult (indirect/direct)	\$0
Audiological management (per session)	\$150
Irving ISD Interpreter services (for cluster site student) (per hour)	\$50
Contract Interpreter services (for cluster site student) (per hour)	\$85/Hour *as per agency/contract policy-requires a 2-hour minimum, plus travel fees. Assignments over two hours will require two interpreters at the same rates for each interpreter.
Contract Interpreter services after hours/weekends (for cluster site student) (per hour)	\$90/ Hour *as per agency/contract policy-requires a 2-hour minimum, plus travel fees. Assignments over two hours will require two interpreters at the same rates for each interpreter.

**CONSENT AGENDA ITEM**

July 22, 2024

**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 2024-2025 school year.

**SUBMITTED BY:** Bel Williams, Executive Director of Intervention Services, Rachel Taylor, Director of Special Education, Sofia Galvan, Director of At-Risk & Responsive Services

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

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

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

**ADMINISTRATIVE RECOMMENDATION:** Administration recommends the Board approve the request to submit a Remote Homebound Instruction Waiver for the 2024-2025 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 2024-2025 School Year.

Additional Agenda Sheets Attached:  Yes  No

**CONSENT AGENDA ITEM**

7/22/2024

**TOPIC:** Consider a Motion to Request that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2024-2025 School Year.

**SUBMITTED BY:** Cher Elzy, Director of Taxation

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

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

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

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends that the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2024-2025 School Year.

**RECOMMENDED BOARD MOTION:** I move the Board Delegate Authority to the Superintendent or Designee Regarding Actions Required to Publish any Notice Required for Budget and Tax Rate Adoption Using Any Rate Up to the Maximum Allowed as Calculated by the District's Tax Assessor/Collector and to Set the Date, Time and Place for any Meetings Necessary to Adopt the Budget and Tax Rate for the 2024-2025 School Year.

**ACTION ITEM – BIDS  
7/22/2024**

**TOPIC:** Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and Request for Qualification (RFQ) #22-87-914 for On Call Architect and Engineering Services

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On July 25, 2022, the Board Approved the Award of RFP #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services.

The purpose of this Award is to provide the Facilities and Maintenance Department with Approved Job Order Contracting and Architect & Engineering Firms for “As Needed” services related to Minor Construction, Facility Repairs & Rehabilitation, and Building Alterations. In accordance with the Texas Government Code 2269.403, the Board shall approve each job, task, or individual agreement that exceeds \$500,000.00

The Original Award was for an initial twelve (12) months with options to renew annually through July of 2027. The Administration recommends that the Board Approve the renewal of these awards for an additional twelve (12) month term.

**FUNDING SOURCE:** Various Federal and Local Fund

**COSTS:** Cost is based on actual projects

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board Approve the Renewal of Award for (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services for an Additional Twelve (12) Month Term.

**RECOMMENDED BOARD ACTION:** I Move the Board Approve the Renewal of Award for (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services for an Additional Twelve (12) Month Term.

Additional Agenda Sheets Attached:  Yes  No

**AGENDA SHEET**

**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and Request for Qualification (RFQ) #22-87-914 for On Call Architect and Engineering Services

<b>Recommended Vendor(s)</b>	See Exhibit A and B - Awarded Vendors
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposal/Request for Qualifications
<b>Contract Term or One Time Purchase</b>	Second of four (4) annual renewal options
<b>Sole Source Vendor &amp; Documentation</b>	NA
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

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

  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

**ATTACHMENTS:**

1. Recommendation Memo from Dr. Andre Smith dated July 9, 2024
2. Memo from Jerome Pilgrim dated July 10, 2024
3. Exhibit A- Awarded Vendors – RFP #22-86-914 for JOC Services
4. Exhibit B- Awarded Vendors - RFQ #22-87-914 for A&E Services

# MEMO

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**DATE:** July 9, 2024

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Dr. Andre Smith  
Chief of Administrative Services

**RE:** Renewal of Award Recommendation for RFP 22-86-914 for Job Order Contracting Services and RFQ 22-87-914 for On-Call Architectural and Engineering Services.

Facility Services requests that the Irving ISD Board of Trustees approve the renewal of award of RFP 22-86-914 for Job Order Contracting Services and RFQ 22-87-914 for On-Call Architectural and Engineering Services ("A&E") to all Firms that were previously awarded on July 25, 2022.

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

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



Dr. Andre Smith  
Chief of Administrative Services

**RECOMMENDATION**

Date: July 10, 2024

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

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

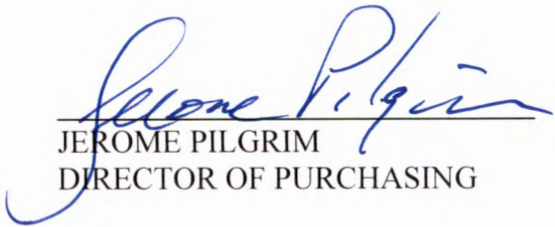
SUBJECT: **Renewal of RFP #22-86-914 for Job Order Contracting Services and RFQ #22-87-914 for On-Call Architect & Engineering Services**

On July 25, 2022 the Board approved the award of Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On-Call Architect & Engineering Services to Various Firms.

The services covered by these firms will satisfy the variety of “As Needed” Minor Construction, Facility Repairs & Rehabilitation, Renovations, Building Alterations, and A&E Services. Firms will primarily be utilized by the Facilities department for as needed projects.

This will be the second renewal option year of this award. Purchasing concurs with the recommendation to approve the renewal of award for RFP #22-86-914 for Job Order Contracting Services and RFQ #22-87-914 for On-Call Architect & Engineering Services.

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

<b>EXHIBIT A AWARDED CONTRACTORS FOR RFCSP #22-86-914 FOR JOB ORDER CONTRACTING SERVICES</b>	
1	Brown & Root Industrial Services LLC
2	F.H. Paschen
3	Lemco Construction & Materials LLC*
4	Mart Inc*
5	Phillips May Corp*
6	Real Network Services Inc
7	SDB Contracting Services*
	* Denotes Previously Approved Firms

**EXHIBIT B  
AWARDED FIRMS FOR 22-87-914 ARCHITECT &  
ENGINEERING SERVICES**

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

\* Denotes Previously Approved Firms

**ACTION ITEM – BIDS**  
**7/22/2024**

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

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On July 2022 and July of 2023 the Board approved the Award of (RFP) #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals.

The vendors recommended for approval qualify to provide the district with programs such as Bullying Education, Drugs, Alcohol, and Tobacco Prevention, PSAT/SAT Seminars, Student Bilingual and Multi-Cultural Education, and various other Education Programs related to Reading, Language Arts, Writing, Science, and Math. Additionally, several vendors provide rental of various types of equipment for the schools that include bounce houses, concession rental, and party and props rental equipment.

Through this RFP Award, the district will receive discounted pricing for the services mentioned above. The Administration therefore recommend and requests that the Board Approve the renewal of award for an additional twelve (12) month periods.

**FUNDING SOURCE:** Various Local Funds

**COSTS:** Estimated \$200,000.00 Annually

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Board Approve the Renewal of Award of RFP #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals.

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

Additional Agenda Sheets Attached:  Yes  No

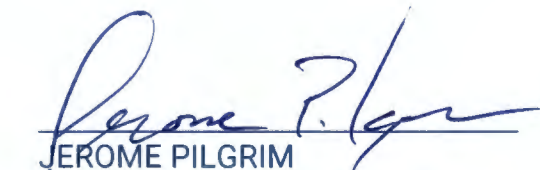
**AGENDA SHEET**

**Meeting Date: 7/22/2024**

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

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

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Jerome Pilgrim dated July 3, 2024
2. Exhibit A - Recommended and Awarded Vendors

**PURCHASING AWARD RECOMMENDATION**

**From:** Jerome Pilgrim  
Director of Purchasing

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

**Date:** July 3, 2024

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

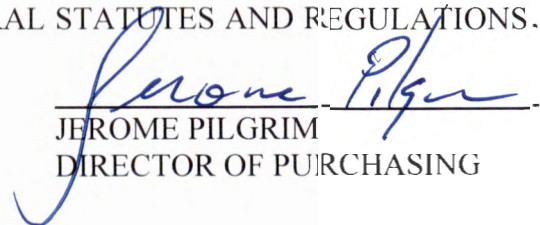
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On July 25, 2022, the Board approved the Award of (RFP) #22-65-737 for the Purchase of Onsite Campus Instructional Programs and Campus Equipment Rentals. On July 3, 2023, the District approved the supplemental (RFP) #22-65-737(A) for Onsite Campus Instructional Programs and Campus Equipment Rentals, respectively. On July 2, 2024, the district received responses from nine (9) vendors in response to supplemental (RFP) #22-65-737(B) Onsite Campus Instructional Programs and Campus Equipment Rentals.

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

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

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

  
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JEROME PILGRIM  
DIRECTOR OF PURCHASING

**Exhibit A - Recommended Vendors**

**RFP 22-65-737(B) Onsite Campus Student Instructional Programs and Campus Equipment Rentals**

Fastsigns Irving (Outstanding Graphics Solutions, Inc.)

LilysBalloons,LLC (DBA Lilys Decorations The Store)

Social Films Booth

Emerald Educational Services (Dwight Cooley)

FEEL DA FLOW PRODUCTIONS

InMOTION Studios

Readers 2 Leaders

The Confidence Group

Belle Decor Dallas LLC

**CONSENT AGENDA ITEM-BIDS**  
**07/22/2024**

**TOPIC:** Consider Approval of Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** The Special Education Department is requesting that the Board Approve the Expenditure of Funds to contract with various Licensed Professional Services to provide as needed services to fill for staff shortages within the Special Education Assessment Support staff teams.

Due to staffing shortages within the Special Education Support Teams, the Department needs to augment using outside Licensed professionals including Diagnosticians, Licensed Specialists in School Psychology, and Speech Language Pathologists.

These licensed professionals will provide direct and indirect special education services for the school year 2024 – 2025. All providers will be procured and contracted through the Purchasing Department using currently approved vendors through Approved RFPs and Approved Cooperative Purchasing Contracts.

**FUNDING SOURCE:** Local Funds and Federal Funds

**COSTS:** Estimated \$2,000,000.00 for 2024 – 2025 School Year

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Board Approve of the Expenditures of Funds for the Purchase of Healthcare Staffing for the Special Education Department for the 2024 – 2025 School Year.

**RECOMMENDED BOARD MOTION:** I Move that the Board Approve of the Expenditures of Funds for the Purchase of Healthcare Staffing for the Special Education Department for the 2024 – 2025 School Year.

Additional Agenda Sheets Attached:  Yes  No


**AGENDA SHEET**

**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department

<b>Recommended Vendor(s)</b>	Approved Irving ISD RFP Awarded Vendors and Approved Cooperative Purchasing Vendors
<b>Contract Type (e.g., Co-op, RFP)</b>	Irving ISD RFPs and Cooperative Purchasing Contracts
<b>Contract Term or One Time Purchase</b>	One Time Purchase for FY 2024 – 2025 School Year
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

**ATTACHMENTS:**

1. Department Recommendation from Bel Williams dated June 10, 2024
2. Purchasing Directors memo dated June 20, 2024



To: Jerome Pilgrim, Director of Purchasing  
From: Bel Williams, Executive Director of Intervention Services  
Date: June 10, 2024  
Subject: Recommendation: Consider Approval of the Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department

The Special Education Department is recommending the approval of using contracted licensed professional services, from the district list of approved vendors and from the Cooperative Purchasing Contract to help conduct special education evaluations, provide direct and indirect special education services, and complete a variety of other duties as required for the positions for the 2024-2025 school year.

Due to staffing shortages within our special education assessment support staff teams (Diagnosticians, Licensed Specialists in School Psychology, and Speech Language Pathologists). The special education department needs to bring in licensed/certified contractors in these areas to provide specialized services for our special education students. The licensed/certified contractors will help support the district to provide both quality services and to remain in compliance with federal and state laws and regulations.

It is anticipated that the cost for these contracted services will not exceed \$2,000,000 annually in total. The funds used to contract these services will come from local and federal funds.

**RECOMMENDATION FOR BOARD APPROVAL**

**From:** Jerome Pilgrim  
Director of Purchasing

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

**Date:** June 20, 2024

**Subject: Recommendation: Consider Approval of Expenditure of Funds for the Purchase of Healthcare Staffing for Special Education Department**

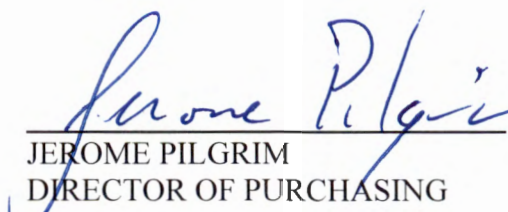
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Purchasing concurs with the recommendation from the Special Education Department to fill staffing vacancies using Approved vendors and vendors with cooperative purchasing contracts.

Due to staff shortages within the Special Education Department, supplement/temporary staff will have to be utilized through contracting services rather than through the regular hiring process. Professionals needed include Diagnosticians, Licensed Specialists in School Psychology, and Speech Language Pathologists.

Recommendation is therefore made to approve the expenditure of funds for the purchase of Healthcare Staffing for the Special Education department using approved and cooperative purchasing contracts. Vendors will be utilized on an "as needed" basis throughout the 2024–2025 school year, and price quotes will be obtained prior to each purchase. The estimated amount recommended for the award is \$ 2,000,000 annually.

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

  
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JEROME PILGRIM  
DIRECTOR OF PURCHASING

**CONSENT AGENDA ITEM – BIDS**

7/22/2024

**TOPIC:** Consider Approval of Award for Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SIEM Services

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On June 17, 2024, Irving ISD received one (1) proposal in response to the Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SIEM Services also referred to as to provide Security Information and Event Management Services. This product will allow our cybersecurity and infrastructure staff to correlate information and events across systems to identify and respond to potential security incidents more quickly.

Following the Evaluation of the Proposal, MicroShare was determined to provide a solution that meets the scope, specifications, and the requirements of the RFQ.

MicroShare’s proposal and pricing was proposed through a PACE Purchasing Cooperative approved contract, therefore meets the requirements of competitive procurement. This is a one-time purchase that includes support subscription for a five (5) year term.

**FUNDING SOURCE:** ESSER Funds

**COSTS:** Estimated \$1,072,277.37

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Board Approve the Award of Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SIEM Services to MicroShare.

**RECOMMENDED BOARD ACTION:** I Move that the Board Approve the Award of Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SIEM Services to MicroShare.

Additional Agenda Sheets Attached:  Yes  No

**AGENDA SHEET**


**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of Award for Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Nex-Gen SIEM Services

<b>Recommended Vendor(s)</b>	MicroShare
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Cooperative Quote (RFQ) #24-56-908
<b>Contract Term or One Time Purchase</b>	One Time Purchase
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
ALVIN MCQUARTERS  
CHIEF OF TECHNOLOGY & INNOVATION

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

Attachments:

1. Memo from Alvin McQuarters dated June 25, 2024
2. Memo from Jerome Pilgrim dated June 28, 2024

**MEMO**

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**DATE:** June 25, 2024

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

**FROM:** Alvin McQuarters, Chief of Technology, and Innovation

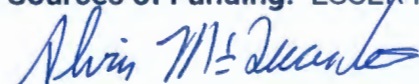
**CC:** Brian Edomm, Director of Information Systems

**RE:** Consider Approval of Request for Proposal (RFQ) #24-56-908 for the Purchase of Security Information and Event Management Services

We are **requesting the Irving ISD Board of Trustees to approve MicroShare’s proposal to provide Security Information and Event Management Services** to the District. This proposal aims to enhance our Cybersecurity posture by aggregating logs from all our critical infrastructure into one system with one year of retention. This will allow our cybersecurity and infrastructure staff to correlate information and events across systems to identify and respond to potential security incidents more quickly. It will also provide tamper-resistant forensic records from our critical infrastructure with sufficient retention to thoroughly investigate and perform root cause analysis of security incidents.

Product/Service Description	RFQ#	Vendor	5-Year Cost	Annual Cost
Falcon Next-Gen SIEM	#24-56-908	MicroShare Inc	\$1,072,277.37	\$214,455.47

**Sources of Funding:** ESSER Funds



Alvin McQuarters  
 Chief of Technology & Innovation

Date: June 28, 2024

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

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approval of Award of Request for Quote (RFQ) #24-56-908 for the Purchase of Falcon Next- Gen SIEM Services**

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Fifteen (15) vendors were invited to respond to Request for Cooperative Quote (RFQ) #24-56-908 for the Purchase of Falcon Next-Gen SEIM Services. One (1) qualified vendor provided a response to the RFQ and following the initial evaluation, MicroShare provided a comprehensive quote in regard to the PACE P00165 Cooperative pricing and responsiveness to the specifications and requirements as outlined in the RFQ.

The award will provide vital technology services for the District.

Cost for this project will be approximate Estimated \$1,072,277.37.

I therefore concur with the technology department recommendation to award RFQ #24-56-908 for the Purchase of Falcon Next-Gen Services to MicroShare.

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



**ACTION ITEM – BIDS  
7/22/2024**

**TOPIC:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Barton Elementary School

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On October 23, 2023, the Board Approved a contract with Core Construction, for Construction Manager at Risk for the Pre-Construction Services for Barton Elementary School.

Pursuant to the Boards approval, the Administration, Architect, and the Contractor worked on finalizing the project scope, and negotiated the Guaranteed Maximum Price No.1 for the project.

The Administration is requesting that the Board approve the Guaranteed Maximum Price No.1 of \$838,171 encompassing long lead procurement items as well as electrical switch gear and elevator to meet project’s milestones. The remaining GMP No. 2 necessary to complete the construction of the project will be presented to the Board in September.

**FUNDING SOURCE:** 2023 Bond Funds

**COSTS:** Guaranteed Maximum Price No.1 of \$838,171

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Barton Elementary School.

**RECOMMENDED BOARD ACTION:** I move the Board Approve the Guaranteed Maximum Price No.1 for the Construction & Replacement of Barton Elementary School.

Additional Agenda Sheets Attached:  Yes  No

## AGENDA SHEET

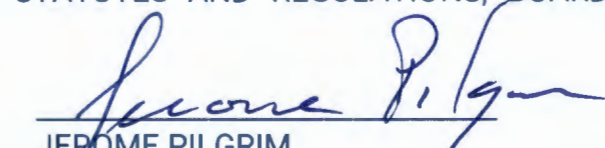
**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Barton Elementary School

<b>Awarded Vendor(s)</b>	Core Construction
<b>Contract Type (e.g. Co-op, RFP)</b>	Construction Manager at Risk #23B-05-600
<b>Contract Term or One Time Purchase</b>	Anticipated Substantial Completion March 19, 2026
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
 \_\_\_\_\_  
 FERNANDO NATIVIDAD  
 CHIEF FINANCIAL OFFICER

  
 \_\_\_\_\_  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

\_\_\_\_\_  
 DR. ROSEMARY ROBBINS  
 PRESIDENT BOARD OF TRUSTEES

\_\_\_\_\_  
 MICHAEL KELLEY  
 SECRETARY BOARD OF TRUSTEES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
 MAGDA HERNANDEZ  
 SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
 WESLEY L. NUTE  
 GENERAL COUNSEL

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Attachments:**

1. Memo from Fernando Natividad dated June 27, 2024
2. Guaranteed Maximum Price Amendment      174



# MEMO

DATE: June 27, 2024

TO: Board of Trustees

FROM: Fernando Natividad, Chief Financial Officer

CC: Magda Hernandez, Superintendent of Schools

CC: Jerome Pilgrim, Director of Purchasing,  
Morad Zakhary, P.E., Senior Project Manager – Bond Program

RE: Approval of the Guaranteed Maximum Price No.1 Associated with the  
Construction & Replacement of Barton Elementary School.

---


On October 23, 2023 the Board approved the Award of RFCSP #23B-05-600 to Core Construction for Construction Manager at Risk (CMAR) for the Construction & Replacement of Barton Elementary School.

Pursuant to the Board's approval, the district's Administration, the project Architect (Huckabee Associates, Inc) and Core Construction entered negotiations for the Guaranteed Maximum Price No.1 (GMP) for the project.

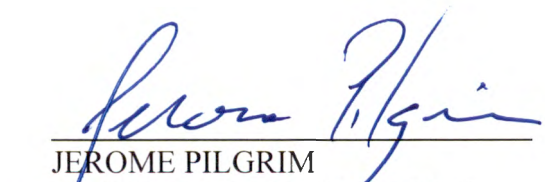
Core Construction has submitted the Guaranteed Maximum Price No.1 as listed below.

1. Guaranteed Maximum Price No. 1 \$838,171

Should you have any questions, please do not hesitate to contact my office.



FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER



JEROME PILGRIM  
DIRECTOR OF PURCHASING



# AIA Document A133<sup>®</sup> – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 22nd day of July in the year 2024, is incorporated into the accompanying modified AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of October in the year 2023 (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following **PROJECT**:  
*(Name and address or location)*

RFCSP #23B-05-600  
Barton Elementary School

**THE OWNER:**  
*(Name, legal status, and address)*

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

CORE Construction Services of Texas, Inc.  
6320 Research Road, #200  
Frisco, Texas 75033

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

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

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

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Eight Hundred Thirty-Eight Thousand One Hundred Seventy-One Dollars (\$838,171.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

See pages 1-2 of Exhibit GMP1-A, which consists of 4 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement’s provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager’s duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

**§ A.1.1.3** The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

**§ A.1.1.6** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ A.2.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion and Final Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

By the following date: July 31, 2026 or as amended in a subsequent GMP Amendment

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Building	March 30, 2026 or as amended in a subsequent GMP Amendment

For clarity, the Liquidated Damages stated in the Agreement apply independently to the Contract Time for both scopes delineated above. However, the Liquidated Damages for substantial completion do not apply cumulatively for either Substantial Completion or Final Completion, such that the maximum daily rate of Liquidated Damages for failing to achieve Substantial Completion is \$1,500, and the maximum rate for failing to achieve Final Completion is \$500.

§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

(Table deleted)

(Paragraph deleted)

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Listed under "Project Manual" on page 4 of Exhibit GMP1-A.

(Table deleted)

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Listed under "Drawings" on page 4 of Exhibit GMP1-A.

(Table deleted)

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Allowances	Price
Temporary Playground	\$75,000
Shade Structure Relocate	\$50,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$16,763
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$16,763

Any unspent contingency amounts will be returned to the Owner.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133/A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.  
(Identify each assumption and clarification.)

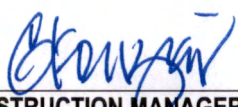
The Assumptions and Clarifications are provided on page 3 of Exhibit GMP1-A.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

.1 The prevailing wage schedule is included in the Specifications.

.2 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.5% of enrolled subcontracts.

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

_____ OWNER (Signature)	 _____ CONSTRUCTION MANAGER (Signature)
_____ (Printed name and title)	Gary Frazier, President _____ (Printed name and title)
_____ DATE (Table deleted)(Paragraphs deleted)	07/17/2024 _____ DATE

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:38:50 CT on 07/17/2024.

## PAGE 1

This Amendment dated the 22nd day of July in the year ~~2024~~, is incorporated into the accompanying modified AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of October in the year 2023 (the "Agreement")

...

RFCSP #23B-05-600  
Barton Elementary School

...

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

...

CORE Construction Services of Texas, Inc.  
6320 Research Road, #200  
Frisco, Texas 75033

## PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$~~), Eight Hundred Thirty-Eight Thousand One Hundred Seventy-One Dollars (\$838,171.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See pages 1-2 of Exhibit GMP1-A, which consists of 4 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement's provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager's duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

...

None

...

None

...

N/A

...

The date of execution of this Amendment.

PAGE 3

**§ A.2.3 Substantial Completion and Final Completion**

...

By the following date:

By the following date: July 31, 2026 or as amended in a subsequent GMP Amendment

...

Building March 30, 2026 or as amended in a subsequent GMP Amendment

For clarity, the Liquidated Damages stated in the Agreement apply independently to the Contract Time for both scopes delineated above. However, the Liquidated Damages for substantial completion do not apply cumulatively for either Substantial Completion or Final Completion, such that the maximum daily rate of Liquidated Damages for failing to achieve Substantial Completion is \$1,500, and the maximum rate for failing to achieve Final Completion is \$500.

**§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.**

**§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.**

...

**§ A.3.1.4 The following Supplementary and other Conditions of the Contract:**

Document	Title	Date	Pages
----------	-------	------	-------

...

Listed under "Project Manual" on page 4 of Exhibit GMP1-A.

Section	Title	Date	Pages
---------	-------	------	-------

...

Listed under "Drawings" on page 4 of Exhibit GMP1-A.

Number	Title	Date
--------	-------	------

**§ A.3.1.4 The Sustainability Plan, if any:**

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's*

~~roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

Title	Date	Pages
-------	------	-------

Other identifying information:

**§ A.3.1.5 Allowances, Allowances and Contingencies**, if any, included in the Guaranteed Maximum Price:  
PAGE 4

<u>Item</u> Allowances	Price
Temporary Playground	\$75,000
Shade Structure Relocate	\$50,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$16,763
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$16,763

Any unspent contingency amounts will be returned to the Owner.

**§ A.3.1.6 Assumptions and clarifications**, if any, upon which the Guaranteed Maximum Price is based: ~~based~~ are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133/A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.

...

The Assumptions and Clarifications are provided on page 3 of Exhibit GMP1-A.

...

.1 The prevailing wage schedule is included in the Specifications.

.2 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.5% of enrolled subcontracts.

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** ~~The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:~~

~~(List name, discipline, address, and other information.)~~

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Seagraves ISD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:38:50 CT on 07/17/2024 under Order No. 4104251405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**ACTION ITEM – BIDS  
7/22/2024**

**TOPIC:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Farine Elementary School

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On October 23, 2023, the Board Approved a contract with Lee Lewis Construction, Inc, for Construction Manager at Risk for the Pre-Construction Services for Farine Elementary School.

Pursuant to the Boards approval, the Administration, Architect, and the Contractor worked on finalizing the project scope, and negotiated the Guaranteed Maximum Price No.1 for the project.

The Administration is requesting that the Board approve the Guaranteed Maximum Price No.1 of \$2,246,614 encompassing long lead procurement items as well as concrete, exterior improvements, and site utilities necessary to meet the project’s milestones. The remaining GMP No. 2 necessary to complete the construction of the project will be presented to the Board in October.

**FUNDING SOURCE:** 2023 Bond Funds

**COSTS:** Guaranteed Maximum Price of \$2,246,614

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Farine Elementary School.

**RECOMMENDED BOARD ACTION:** I move the Board Approve the Guaranteed Maximum Price No.1 for the Construction & Replacement of Farine Elementary School.

Additional Agenda Sheets Attached:  Yes  No

## AGENDA SHEET

**Meeting Date:** 7/22/2024

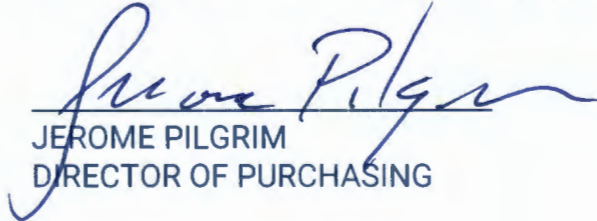
**Topic:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Farine Elementary School

<b>Awarded Vendor(s)</b>	Lee Lewis Construction, Inc.
<b>Contract Type (e.g. Co-op, RFP)</b>	Construction Manager at Risk #23B-07-600
<b>Contract Term or One Time Purchase</b>	Anticipated Substantial Completion March 27, 2026
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER



JEROME PILGRIM  
DIRECTOR OF PURCHASING

\_\_\_\_\_  
DR. ROSEMARY ROBBINS  
PRESIDENT BOARD OF TRUSTEES

DATE: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL KELLEY  
SECRETARY BOARD OF TRUSTEES

DATE: \_\_\_\_\_

\_\_\_\_\_  
MAGDA HERNANDEZ  
SUPERINTENDENT OF SCHOOLS

DATE: \_\_\_\_\_

\_\_\_\_\_  
WESLEY L. NUTE  
GENERAL COUNSEL

DATE: \_\_\_\_\_

Attachments:

1. Memo from Fernando Natividad dated June 27, 2024
2. Guaranteed Maximum Price Amendment 186

# MEMO

DATE: June 27, 2024  
TO: Board of Trustees  
FROM: Fernando Natividad, Chief Financial Officer  
CC: Magda Hernandez, Superintendent of Schools  
CC: Jerome Pilgrim, Director of Purchasing,  
Morad Zakhary, P.E., Senior Project Manager – Bond Program  
RE: Approval of the Guaranteed Maximum Price No.1 Associated with the  
Construction & Replacement of Farine Elementary School.

---

On October 23, 2023 the Board approved the Award of RFCSP #23B-07-600 to Lee Lewis Construction, Inc. for Construction Manager at Risk (CMAR) for the Construction & Replacement of Farine Elementary School.

Pursuant to the Board's approval, the district's Administration, the project Architect (Corgan, Inc.) and Lee Lewis entered negotiations for the Guaranteed Maximum Price No.1 (GMP) for the project.

Lee Lewis Construction has submitted the Guaranteed Maximum Price No.1 as listed below.

1. Guaranteed Maximum Price No.1 \$2,246,614

Should you have any questions, please do not hesitate to contact my office.

  
FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 22nd day of July in the year 2024, is incorporated into the accompanying modified AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of October in the year 2023 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT**:

*(Name and address or location)*

RFCSP #23B-07-600  
Farine Elementary School

**THE OWNER:**

*(Name, legal status, and address)*

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Lee Lewis Construction, Inc.  
17177 Preston Road, Suite 160  
Dallas, Texas 75248

### **TABLE OF ARTICLES**

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### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

**§ A.1.1 Guaranteed Maximum Price**

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Two Hundred Forty-Six Thousand Six Hundred Fourteen Dollars (\$2,246,614.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Exhibit B, which consists of two labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement’s provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager’s duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*



If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion and Final Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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

By the following date: March 31, 2026

*(Paragraph deleted)*

**§ A.2.3.2.1** Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.

*(Table deleted)*

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

*(Table deleted)*

*(Paragraph deleted)*

**§ A.3.1.2** The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

Divisions 00-32 as listed on Exhibit A, which consists of three labeled pages and is attached hereto.

*(Table deleted)*

**§ A.3.1.3** The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

As listed on the Index of Drawings on Exhibit A, which consists of three labeled pages and is attached hereto.

*(Table deleted)*

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ A.3.1.5** Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Allowances	Price
N/A	

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$45,000
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$45,000

Any unspent contingency amounts will be returned to the Owner.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133/A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.  
*(Identify each assumption and clarification.)*

The Assumptions and Clarifications are provided in Exhibit C, which consists of one labeled page and is attached hereto.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

.1 Additional documents:

- |           |   |           |
|-----------|---|-----------|
| 150 pages | Addendum #1   | 5/30/2024 |
| 2 pages   | Exhibit D - RFI Log   |           |
| 1 page    | Exhibit E – Drawing A01-01.1 (only clarifies landscape remediation but does not override the construction document sheet A01-01.1 listed in Exhibit A)        |           |
| 1 page    | Exhibit F – Definition of "General Conditions" and "Cost of Work" as used in Exhibit B (does not modify the executed A133's definition of "Cost of the Work") |           |

.2 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon items contained in the documents listed in A.3.1.7.1. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect in writing of any inconsistencies between these items and the revised Contract Documents.

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

OWNER (Signature)

(Printed name and title)

DATE

*(Table deleted)(Paragraphs deleted)*

CONSTRUCTION MANAGER (Signature)

J.P. Parsons, EVP  
(Printed name and title)

07/17/2024  
DATE

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:35:17 CT on 07/16/2024.

## PAGE 1

This Amendment dated the 22nd day of July in the year 2024, is incorporated into the accompanying modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of October in the year 2023 (the "Agreement")

...

RFCSP #23B-07-600  
Farine Elementary School

...

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

...

Lee Lewis Construction, Inc.  
17177 Preston Road, Suite 160  
Dallas, Texas 75248

## PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (~~\$~~ Two Million Two Hundred Forty-Six Thousand Six Hundred Fourteen Dollars (\$2,246,614.00)), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit B, which consists of two labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement's provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager's duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

...

None

...

None

...

N/A

...

The date of execution of this Amendment.

PAGE 3

**§ A.2.3 Substantial Completion and Final Completion**

...

By the following date: March 31, 2026

...

~~§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.~~

**Portion of Work**

**Substantial Completion Date**

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

...

~~§ A.3.1.1~~ The following Supplementary and other Conditions of the Contract:

**Document**

**Title**

**Date**

**Pages**

...

Divisions 00-32 as listed on Exhibit A, which consists of three labeled pages and is attached hereto.

**Section**

**Title**

**Date**

**Pages**

...

As listed on the Index of Drawings on Exhibit A, which consists of three labeled pages and is attached hereto.

**Number**

**Title**

**Date**

~~§ A.3.1.4~~ The Sustainability Plan, if any:

~~(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)~~

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 ~~Allowances, Allowances and Contingencies~~, if any, included in the Guaranteed Maximum Price:

...

<u>Item</u> N/A	<u>Allowances</u>	<u>Price</u>
--------------------	-------------------	--------------

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$45,000
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$45,000

Any unspent contingency amounts will be returned to the Owner.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133/A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.

**PAGE 4**

The Assumptions and Clarifications are provided in Exhibit C, which consists of one labeled page and is attached hereto.

...

.1 Additional documents:

<u>150 pages</u>	<u>Addendum #1</u>	<u>5/30/2024</u>
<u>2 pages</u>	<u>Exhibit D - RFI Log</u>	
<u>1 page</u>	<u>Exhibit E - Drawing A01-01.1 (only clarifies landscape remediation but does not override the construction document sheet A01-01.1 listed in Exhibit A)</u>	
<u>1 page</u>	<u>Exhibit F - Definition of "General Conditions" and "Cost of Work" as used in Exhibit B (does not modify the executed A133's definition of "Cost of the Work")</u>	

.2 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon items contained in the documents listed in A.3.1.7.1. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect in writing of any inconsistencies between these items and the revised Contract Documents.

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

\_\_\_\_\_  
**OWNER (Signature)**

  
\_\_\_\_\_  
**CONSTRUCTION MANAGER (Signature)**

\_\_\_\_\_  
*(Printed name and title)*

*Ty Parsons, EVP*  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DATE**

*07/17/2024*  
\_\_\_\_\_  
**DATE**

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

~~§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:~~

~~*(List name, discipline, address, and other information.)*~~

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, Seagraves ISD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:35:17 CT on 07/16/2024 under Order No. 4104251405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



**ACTION ITEM – BIDS  
7/22/2024**

**TOPIC:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Crockett Middle School

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On October 23, 2023, the Board Approved a contract with Pogue Construction Co., LP, for Construction Manager at Risk for the Pre-Construction Services for the Construction & Replacement of Crockett Middle School.

Pursuant to the Boards approval, the Administration, Architect, and the Contractor worked on finalizing the project scope, and negotiated the Guaranteed Maximum Price No.1 for the project.

The Administration is requesting that the Board approve the Guaranteed Maximum Price No.1 of \$30,083,060 encompassing long lead procurement items as well as concrete, metals, plumbing, HVAC, electrical, exterior improvements, and site utilities necessary to meet the project’s milestones. The remaining GMP No. 2 necessary to complete the construction of the project will be presented to the Board in September.

**FUNDING SOURCE:** 2023 Bond Funds

**COSTS:** Guaranteed Maximum Price No.1 of \$30,083,060

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Crockett Middle School.

**RECOMMENDED BOARD ACTION:** I move the Board Approve the Final Guaranteed Maximum Price No.1 for the Construction & Replacement of Crockett Middle School.

Additional Agenda Sheets Attached:  Yes  No

## AGENDA SHEET

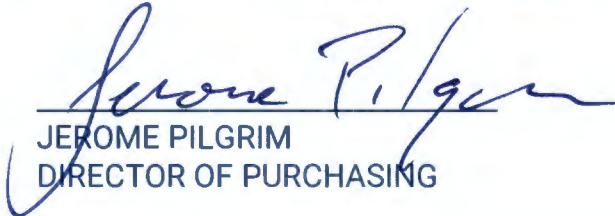
**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of the Guaranteed Maximum Price No.1 for the Construction & Replacement of Crockett Middle School

<b>Awarded Vendor(s)</b>	Pogue Construction Co., LP
<b>Contract Type (e.g. Co-op, RFP)</b>	Construction Manager at Risk #23B-06-600
<b>Contract Term or One Time Purchase</b>	Anticipated Substantial Completion May 8th, 2026
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

  
 \_\_\_\_\_  
 FERNANDO NATIVIDAD  
 CHIEF FINANCIAL OFFICER

  
 \_\_\_\_\_  
 JEROME PILGRIM  
 DIRECTOR OF PURCHASING

\_\_\_\_\_  
 DR. ROSEMARY ROBBINS  
 PRESIDENT BOARD OF TRUSTEES

\_\_\_\_\_  
 MICHAEL KELLEY  
 SECRETARY BOARD OF TRUSTEES

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
 MAGDA HERNANDEZ  
 SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_  
 WESLEY L. NUTE  
 GENERAL COUNSEL

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments:

1. Memo from Fernando Natividad dated June 27, 2024
2. Guaranteed Maximum Price Amendment 198



# MEMO

DATE: June 27, 2024  
TO: Board of Trustees  
FROM: Fernando Natividad, Chief Financial Officer  
CC: Magda Hernandez, Superintendent of Schools  
CC: Jerome Pilgrim, Director of Purchasing,  
Morad Zakhary, P.E., Senior Project Manager – Bond Program  
RE: Approval of the Guaranteed Maximum Price No.1 Associated with the  
Construction & Replacement of Crockett Middle School.

---

On October 23, 2023 the Board approved the Award of RFCSP #23B-06-600 to Pogue Construction Co., LP for Construction Manager at Risk (CMAR) for the Construction & Replacement of Crockett Middle School.

Pursuant to the Board's approval, the district's Administration, the project Architect (WRA Architects, Inc.) and Pogue Construction Co., LP entered negotiations for the Guaranteed Maximum Price No.1 (GMP) for the project.

Pogue Construction Co., LP has submitted the Guaranteed Maximum Price No.1 as listed below.

1. Guaranteed Maximum Price No.1 \$30,083,060

Should you have any questions, please do not hesitate to contact my office.

FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the Eighteenth day of July in the year Two Thousand Twenty Four, is incorporated into the accompanying modified AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Nineteenth day of October in the year Two Thousand Twenty Three (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

RFPCSP #23B-06-600  
Crockett Middle School  
GMP #1 Early Release

**THE OWNER:**

*(Name, legal status, and address)*

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Pogue Construction Co., LP.  
1512 Bray Central Dr., Suite 300  
McKinney, Texas 75069

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

**ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

**§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Million Eighty Three Thousand Sixty Dollars (\$30,083,060 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Exhibit GMP1-A, which consists of 2 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement’s provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager’s duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Auger Cast Piles at structure foundations are included with depth and penetration into Bearing Stratum per the Schedule found in 5 ER-S301. In the event ACPs exceed or are less than depth indicated per 5 ER-S301, the following unit prices will apply and are to be reconciled against Owner’s Contingency.		
A. Lineal foot cost of additional depth		
1. 24"	Per Lineal Foot	\$84.00
2. 30"	Per Lineal Foot	\$127.00
B. Lineal foot cost of less depth		
1. 24"	Per Lineal Foot	\$20.00
2. 30"	Per Lineal Foot	\$30.00

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

July 23, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion and Final Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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

By the following date: February 3, 2027

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

*(Table deleted)*

*(Paragraph deleted)*

§ A.3.1.2 The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

The Specifications are those listed on Exhibit GMP1-B, which consists of 2 labeled pages and is attached hereto.

*(Table deleted)*

§ A.3.1.3 The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

The Drawings are those listed on Exhibit GMP1-C, which consists of 4 labeled pages and is attached hereto.

*(Table deleted)*

*(Paragraph deleted)*

Init.

(Table deleted)  
(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Allowances	Price
Existing Item Salvage	\$25,000
ONCOR Allowance	\$100,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$565,184
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$565,184

Any unspent contingency amounts will be returned to the Owner.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133/A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.  
(Identify each assumption and clarification.)

The Assumptions and Clarifications are provided in Exhibit GMP1-D, which consists of 2 labeled pages and is attached hereto.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

- 1 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.75% of enrolled subcontracts.

Pogue Construction, Co., LP a Texas Limited Partnership, acting by and through Ben Pogue, LC, a Texas Limited Liability Company, General Partner

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

OWNER (Signature)

(Printed name and title)

DATE

CONSTRUCTION MANAGER (Signature)

Benjamin P. Pogue Sole Member of Ben Pogue, LC, a Texas Limited Liability Company  
(Printed name and title)

DATE

# Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:04:34 CT on 07/18/2024.

## PAGE 1

This Amendment dated the Eighteenth day of July in the year ~~Two Thousand Twenty Four~~, is incorporated into the accompanying modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Nineteenth day of October in the year Two Thousand Twenty Three (the "Agreement")

...

RFPCSP #23B-06-600  
Crockett Middle School  
GMP #1 Early Release

...

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

...

Pogue Construction Co., LP  
1512 Bray Central Dr., Suite 300  
McKinney, Texas 75069

## PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—Thirty Million Eighty Three Thousand Sixty Dollars (\$30,083,060 ))~~, subject to additions and deductions by Change Order as provided in the Contract Documents.

...

See Exhibit GMP1-A, which consists of 2 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement's provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager's duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

...

N/A

N/A

...

N/A

N/A

N/A

...

Auger Cast Piles at structure foundations are included with depth and penetration into Bearing Stratum per the Schedule found in 5/ER-S301. In the event ACPs exceed or are less than depth indicated per 5/ER-S301, the following unit prices will apply and are to be reconciled against Owner's Contingency.

<u>A. Lineal foot cost of additional depth</u>			
1.	<u>24"</u>	<u>Per Lineal Foot</u>	<u>\$84.00</u>
2.	<u>30"</u>	<u>Per Lineal Foot</u>	<u>\$127.00</u>
<u>B. Lineal foot cost of less depth</u>			
1.	<u>24"</u>	<u>Per Lineal Foot</u>	<u>\$20.00</u>
2.	<u>30"</u>	<u>Per Lineal Foot</u>	<u>\$30.00</u>

PAGE 3

Established as follows:

...

July 23, 2024

...

**§ A.2.3 Substantial Completion and Final Completion**

...

By the following date: February 3, 2027

...

N.A

N.A

**§ A.2.3.2.1** Construction Manager shall achieve Final Completion no later than sixty (60) days from the date of Substantial Completion.

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

...

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
-----------------	--------------	-------------	--------------

...

The Specifications are those listed on Exhibit GMP1-B, which consists of 2 labeled pages and is attached hereto.

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
----------------	--------------	-------------	--------------

...

The Drawings are those listed on Exhibit GMP1-C, which consists of 4 labeled pages and is attached hereto.

**Number Title Date**

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

**Title Date Pages**

Other identifying information:

**§ A.3.1.5** Allowances, Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:

**PAGE 4**

Item Allowances	Price
Existing Item Salvage	\$25,000
ONCOR Allowance	\$100,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$565,184
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$565,184

Any unspent contingency amounts will be returned to the Owner.

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133 A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.

...

The Assumptions and Clarifications are provided in Exhibit GMP1-D, which consists of 2 labeled pages and is attached hereto.

...

- 1 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.75% of enrolled subcontracts.

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

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**DATE**

**DATE**

**OWNER** *(Signature)*

**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

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

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Seagraves ISD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:04:34 CT on 07/18/2024 under Order No. 4104251405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



**ACTION ITEM – BIDS  
7/22/2024**

**TOPIC:** Consider Approval of the Final Guaranteed Maximum Price for the Construction & Replacement of the Student Transportation & Logistics Center.

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On October 23, 2023, the Board Approved a contract with McCownGordon Construction, LLC for Construction Manager at Risk for the Pre-Construction Services for the Construction & Replacement of The Student Transportation & Logistics Center.

Pursuant to the Boards approval, the Administration, Architect, and the Contractor worked on finalizing the project scope, and negotiated the Final Guaranteed Maximum Price for the project.

The Administration is requesting that the Board approve the Final Guaranteed Maximum Price of \$15,794,717 necessary to complete the Construction & Replacement of The Student Transportation & Logistics Center project.

**FUNDING SOURCE:** 2023 Bond Funds

**COSTS:** Guaranteed Maximum Price of \$15,794,717

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the Approval of the Final Guaranteed Maximum Price for the Construction & Replacement of The Student Transportation & Logistics Center.

**RECOMMENDED BOARD ACTION:** I move the Board Approve the Final Guaranteed Maximum Price for the Construction of the Construction & Replacement of The Student Transportation & Logistics Center.

Additional Agenda Sheets Attached:  Yes  No

## AGENDA SHEET

**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of the Final Guaranteed Maximum Price for the Construction & Replacement of the Student Transportation & Logistics Center

<b>Awarded Vendor(s)</b>	McCownGordon Construction, LLC
<b>Contract Type (e.g. Co-op, RFP)</b>	Construction Manager at Risk #23B-09-600
<b>Contract Term or One Time Purchase</b>	Anticipated Substantial Completion August 26, 2025
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER



JEROME PILGRIM  
DIRECTOR OF PURCHASING

\_\_\_\_\_  
DR. ROSEMARY ROBBINS  
PRESIDENT BOARD OF TRUSTEES

DATE: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL KELLEY  
SECRETARY BOARD OF TRUSTEES

DATE: \_\_\_\_\_

\_\_\_\_\_  
MAGDA HERNANDEZ  
SUPERINTENDENT OF SCHOOLS

DATE: \_\_\_\_\_

\_\_\_\_\_  
WESLEY L. NUTE  
GENERAL COUNSEL

DATE: \_\_\_\_\_

Attachments:

1. Memo from Fernando Natividad dated June 27, 2024
2. Guaranteed Maximum Price Amendment      210



# MEMO

DATE: June 27, 2024

TO: Board of Trustees

FROM: Fernando Natividad, Chief Financial Officer

CC: Magda Hernandez, Superintendent of Schools

CC: Jerome Pilgrim, Director of Purchasing,  
Morad Zakhary, P.E., Senior Project Manager – Bond Program

RE: Approval of the Final Guaranteed Maximum Price Associated with the Construction of the Construction and Replacement of the Student Transportation and Logistics Center.

---

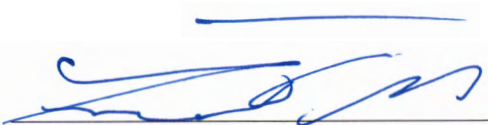
On October 23, 2023 the Board approved the Award of RFCSP #23B-09-600 to McCownGordon Construction, LLC for Construction Manager at Risk (CMAR) for the Construction and Replacement of the Student Transportation and Logistics Center.

Pursuant to the Board’s approval, the district’s Administration, the project Architect (PBK Architects, Inc.) and McCownGordon Construction, LLC entered negotiations to finalize the Guaranteed Maximum Price (GMP) for the project.


McCownGordon Construction, LLC has submitted the Final Guaranteed Maximum Price as listed below.

1. Total Guaranteed Maximum Price \$15,794,717

Should you have any questions, please do not hesitate to contact my office.



FERNANDO NATIVIDAD  
CHIEF FINANCIAL OFFICER



JEROME PILGRIM  
DIRECTOR OF PURCHASING

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the Fifteenth day of July in the year Two Thousand Twenty Four, is incorporated into the accompanying modified AIA Document A133<sup>™</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Nineteenth day of October in the year Two Thousand Twenty Three (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

RFPCSP #23B-09-600  
Student Transportation & Logistics Center

**THE OWNER:**  
*(Name, legal status, and address)*

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

McCown Gordon Construction,  
5700 Granite Parkway, Suite 800  
Plano, Texas 75024

### **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Fifteen Million Seven Hundred Ninety Four Thousand Seven Hundred Seventeen Dollars

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(\$15,794,717). subject to additions and deductions by Change Order as provided in the Contract Documents.

**§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Exhibit GMP-A, which consists of 3 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement's provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager's duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

**§ A.1.1.3** The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

**§ A.1.1.4** The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

**§ A.1.1.5 Alternates**

**§ A.1.1.5.1** Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	N/A

**§ A.1.1.5.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Alternate #1: Overhead Doors – glazing (a top panel only ILO of full glazing	(\$403)	
Alternate #2: Canopy – furnish and install canopies at overhead doors and exterior doors (a Bus Bay	\$109,384	
Alternate #3: Sunshade – furnish and install louvered sunshades @ Office	\$105,279	
Alternate #4: Roofing – provide TPO roofing system ILO 2-ply mod bit roofing system	(\$9,154)	
Alternate #6: Mezzanine – add mezzanine #A223 ILO framed plywood deck	\$173,428	

**§ A.1.1.6** Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
#1 – Removal of unsatisfactory soil and replacement with satisfactory soil material	Per cubic yard	\$55
#2 Drilled Pier		
a. Add LF, no casing		
1. 24"	Per lineal foot	\$80.75
2. 36"	Per lineal foot	\$142.65
b. Deduct LF, no casing		
1. 24"	Per lineal foot	\$28.55
2. 36"	Per lineal foot	\$64

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

July 23, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion and Final Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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

By the following date: August 26, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N A

§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than thirty (30) days from the date of Substantial Completion.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

*(Table deleted)*

*(Paragraph deleted)*

§ A.3.1.2 The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

The Specifications are those listed on Exhibit GMP-B, which consists of 7 labeled pages and is attached hereto.

*(Table deleted)*

§ A.3.1.3 The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

The Drawings are those listed on Exhibit GMP-C, which consists of 5 labeled pages and is attached hereto.

*(Table deleted)*

*(Paragraph deleted)*

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Allowances	Price
Miscellaneous Steel - material cost for 10 tons @ \$4800	\$48,000
Piers - casing 10% of piers	\$75,000
TSA ADA modifications as required based on RAS inspection	\$20,000
ERRS DAS - provide ERRS DAS as required based on testing at building completion	\$50,000
Tree Trimming	\$10,000
Ice for hot weather concreting	\$70,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$300,000
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$300,000

Any unspent contingency amounts will be returned to the Owner.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133 A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.

(Identify each assumption and clarification.)

The Assumptions and Clarifications are provided in Exhibit GMP-D, which consists of 6 labeled pages and is attached hereto.

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

.1 The GMP is also based on the following addenda:

- Addendum #1 dated 06/05/24
- Addendum #2 dated 06/10/24
- Addendum #3 dated 6/25/24
- Addendum #4 dated 7/01/24

.2 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.5% of enrolled subcontracts.

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

OWNER (Signature)

(Printed name and title)

DATE



CONSTRUCTION MANAGER (Signature)

JUAN F. RODRIGUEZ SVP

(Printed name and title)

JULY 17, 2024

DATE

# Additions and Deletions Report for AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:33:09 CT on 07/17/2024.

## PAGE 1

This Amendment dated the Fifteenth day of July in the year ~~Two Thousand Twenty Four~~, is incorporated into the accompanying modified AIA Document A133<sup>TM</sup>-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Nineteenth day of October in the year Two Thousand Twenty Three (the "Agreement")

...

RFPCSP #23B-09-600  
Student Transportation & Logistics Center

...

Irving Independent School District  
2621 West Airport Freeway  
Irving, Texas 75062

...

McCown Gordon Construction.  
5700 Granite Parkway, Suite 800  
Plano, Texas 75024

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$ —)~~ Fifteen Million Seven Hundred Ninety Four Thousand Seven Hundred Seventeen Dollars (\$15,794,717), subject to additions and deductions by Change Order as provided in the Contract Documents.

## PAGE 2

See Exhibit GMP-A, which consists of 3 labeled pages and is attached hereto. This itemized statement is not intended to amend the Agreement's provisions specifying items reimbursable as a Cost of the Work. Any quantities or rates stated in this Exhibit are not intended to limit in any way the Construction Manager's duty to construct the entire Work for an amount not to exceed the Guaranteed Maximum Price.

...

N/A

N/A

...

Alternate #1: Overhead Doors – glazing @ top panel only (S403)  
ILO of full glazing

<u>Alternate #2: Canopy – furnish and install canopies at overhead doors and exterior doors (a Bus Bay</u>	<u>\$109,384</u>
<u>Alternate #3: Sunshade – furnish and install louvered sunshades (a Office</u>	<u>\$105,279</u>
<u>Alternate #4: Roofing – provide TPO roofing system ILO 2-ply mod bit roofing system</u>	<u>(\$9,154)</u>
<u>Alternate #6: Mezzanine – add mezzanine #A223 ILO framed plywood deck</u>	<u>\$173,428</u>

...

<u>#1 – Removal of unsatisfactory soil and replacement with satisfactory soil material</u>	<u>Per cubic yard</u>	<u>\$55</u>
<u>#2 – Drilled Pier</u>		
a. <u>Add LF, no casing</u>		
1. <u>24"</u>	<u>Per lineal foot</u>	<u>\$80.75</u>
2. <u>36"</u>	<u>Per lineal foot</u>	<u>\$142.65</u>
b. <u>Deduct LF, no casing</u>		
1. <u>24"</u>	<u>Per lineal foot</u>	<u>\$28.55</u>
2. <u>36"</u>	<u>Per lineal foot</u>	<u>\$64</u>

PAGE 3

Established as follows:

...

July 23, 2024

...

**§ A.2.3 Substantial Completion and Final Completion**

...

By the following date: August 26, 2025

...

N/A

N/A

**§ A.2.3.2.1 Construction Manager shall achieve Final Completion no later than thirty (30) days from the date of Substantial Completion.**

**§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion or Final Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.**

...

**§ A.3.1.1 The following Supplementary and other Conditions of the Contract:**

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
-----------------	--------------	-------------	--------------

...

The Specifications are those listed on Exhibit GMP-B, which consists of 7 labeled pages and is attached hereto.

Section	Title	Date	Pages
---------	-------	------	-------

...

The Drawings are those listed on Exhibit GMP-C, which consists of 5 labeled pages and is attached hereto.

Number	Title	Date
--------	-------	------

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
-------	------	-------

Other identifying information:

**§ A.3.1.5** Allowances, Allowances and Contingencies, if any, included in the Guaranteed Maximum Price:

PAGE 4

Item	Allowances	Price
Miscellaneous Steel – material cost for 10 tons @	\$4800	\$48,000
Piers – casing 10% of piers		\$75,000
TSA/ADA – modifications as required based on RAS inspection		\$20,000
ERRS/DAS – provide ERRS/DAS as required based on testing at building completion		\$50,000
Tree Trimming		\$10,000
Ice for hot weather concreting		\$70,000

Allowance amounts may not be spent by the Construction Manager without the prior approval of the Owner. Any unspent Allowance amounts will be returned to the Owner. If one of the above Allowances will be exceeded through no fault of Construction Manager, Owner may elect to either bear the cost or find an alternative.

Additionally, the Guaranteed Maximum Price contains the following:

- Construction Contingency under section 3.2.4 of the applicable A133 Agreement: \$300,000
- Owner's Contingency under section 3.2.4.1 of the applicable A133 Agreement: \$300,000

Any unspent contingency amounts will be returned to the Owner.

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based are listed below. Nothing in the Assumptions and Clarifications entitles the Construction Manager to any additional compensation or otherwise changes any part of the applicable A133 A201 Agreement that the parties have executed. These assumptions and clarifications shall not be a basis for a claim for additional compensation.

...

The Assumptions and Clarifications are provided in Exhibit GMP-D, which consists of 6 labeled pages and is attached hereto.

...

.1 The GMP is also based on the following addenda:

- Addendum #1 dated 06/05/24
- Addendum #2 dated 06/10/24
- Addendum #3 dated 6/25/24
- Addendum #4 dated 7/01/24

.2 Subcontractor Default Insurance ("SDI") is eligible for reimbursement as a Cost of Work, subject to all provisions of the executed A133 Agreement. Reimbursement for SDI shall not exceed 1.5% of enrolled subcontracts.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

**ARTICLE A.4 — CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

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

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Seagraves ISD, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:33:09 CT on 07/17/2024 under Order No. 4104251405 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

---

*(Title)*

---

*(Dated)*

**CONSENT AGENDA ITEM**  
7/22/2024

**TOPIC:** Consider Adjustment of the Approved 2023-2024 Attendance Incentive Bonus

**SUBMITTED BY:** Fernando Natividad, Chief Financial Officer

**BACKGROUND:** School Districts across the State of Texas are allowed to utilize their ESSER funds to provide payments to their employees in response to the hardships and challenges brought by the COVID-19 global pandemic.

The District would like to request the use of ESSER funds to compensate full-time TRS-eligible campus and non-campus personnel by providing a one-time bonus of no less than \$1000 for verified Average Daily Attendance [ADA].

Bonus Structure [Campus]

- \$1000 [minimum]; or
- \$1500 for campuses with 90-94.999% ADA, or a gain of 3% compared to the 2022-2023 ADA; or
- \$2000 for Campuses with ADA equal or greater than 95%, or a gain of 5% compared to the 2022-2023 ADA

Bonus Structure [Non -Campus]

- \$1000 [minimum]; or
- \$1500 if the overall District ADA is 90-95%; or
- \$2000 if the overall District ADA is greater than 95%.

\*Retirees are not eligible for payment

\*Please note that the attendance bonus is not TRS-eligible compensation.

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommends the adjustment of the 2023-2024 Attendance Incentive Bonus. Further, it is recommended that the Superintendent be granted approval to make any modifications or adjustments as necessary to administer the plan.

**RECOMMENDED BOARD ACTION:** I move to approve the adjusted 2023-2024 Attendance Incentive Bonus.

Additional Agenda Sheets Attached:  Yes  No

**CONSENT AGENDA ITEM – BIDS**  
7/22/2024

**TOPIC:** Consider Approval of Awards of Various Request for Proposals (RFP) for the Facilities Services Department

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:**

The Administration request that the Board Approve the Award of the following Request for Proposals for the Facility Services Department:

1. RFP #24-36-914 for the Purchase of HVAC Parts and Equipment:  
For one (1) year with the option to renew for three (3) additional twelve (12) Month Terms. (Refer to Exhibit A for Recommended Vendors)
2. RFP #22-84-914(B) for the Purchase of Supplemental for Skilled Crafts and Trades.  
For one (1) year with the District's option to renew for three (3) additional 12 month periods. (Refer to Exhibit B for Recommended Vendors)
3. RFP #24-57-914 for the Purchase of Commercial Fencing and Gates.  
For one (1) year with the District's option to renew for three (3) additional 12 month periods. (Refer to Exhibit C for Recommended Vendors)

Following evaluation of Proposals submitted for each RFP, the Administration determined that the vendors were found to be in compliance with the Scope of Services, Specifications, and other Requirements of the RFP. Therefore, all vendors in Exhibits A, B, and C are recommended for Award. The Awards will be for an initial one year period, with the district's option to renew annually for up to three (3) years.

**FUNDING SOURCE:** Local, Federal and Bond Funds

**COSTS:** To be determined by actual Repair and Maintenance Needs

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommend that the Board Approve the Award of Various Request for Proposals (RFPs) as Listed above for the Facilities Services Department.

**RECOMMENDED BOARD ACTION:** I Move that the Board Approve the Award of Various Request for Proposals (RFPs) Listed Above for the Facilities Services Department.

Additional Agenda Sheets Attached:  Yes  No

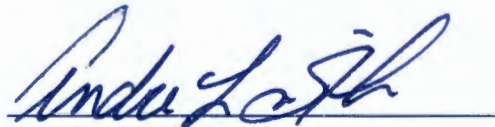
**AGENDA SHEET**

**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of Award of Various Request for Proposals (RFP) for the Facilities Services Department

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

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



ANDRE SMITH  
CHIEF OF ADMINISTRATIVE SERVICES



JEROME PILGRIM  
DIRECTOR OF PURCHASING

**Attachments:**

1. Memo from Dr. Andre Smith dated June 27, 2024
2. Memo from Jerome Pilgrim dated July 6, 2024
3. Exhibit A – Recommended Vendors RFP #24-36-914 HVAC Parts & Equipment
4. Exhibit B – Recommended Vendors RFP #22-84-914(B) Skilled Crafts & Trades
5. Exhibit C – Recommended Vendors RFP #24-57-914 Commercial Fencing and Gates



# MEMO

---

**DATE:** June 27, 2024

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Andre Smith, Chief of Administrative Services

**RE:** Recommendation of Awards of Various Request for Proposals (RFP) for the Facilities Services Department

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

1. Award of RFP #24-36-914 for the purchase of HVAC Parts and Equipment to the recommended vendors. (Refer to Exhibit A of Agenda)
2. Award of RFP #22-84-914(B) for the purchase of Skilled Crafts and Trades Services to the seventeen (17) recommended vendors. (Refer to Exhibit B of Agenda)
3. Award of RFP #24-57-914 for the purchase of Commercial Fencing and Gates to the recommended vendors. (Refer to Exhibit C of Agenda)

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

A handwritten signature in blue ink, appearing to read "Andre Smith", written over a horizontal line.

Andre Smith, Ed.D  
Chief of Administrative Services

Date: July 6, 2024

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

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approval of Award of Various Request for Proposals (RFP) for the Facilities Department**

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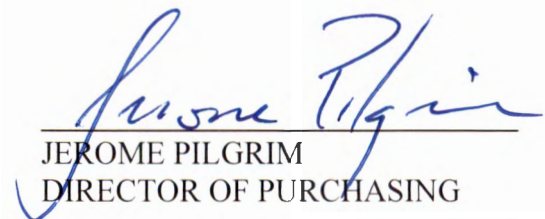
Purchasing concurs with Facilities for the award of the following RFP's to the recommended vendors:

1. Award of RFP #24-36-914 for HVAC Parts and Equipment. The term is one (1) year with the option to renew for three (3) annual renewal options. (Refer to Exhibit A for Recommended Vendors)
2. Award of RFP #22-84-914(B) for Supplemental for Skilled Crafts and Trades. (Refer to Exhibit B for Recommended Vendors)
3. Award of RFP #24-57-914 for the Purchase of Commercial Fencing and Gates. (Refer to Exhibit C for Recommended Vendors)

The recommended vendors will be utilized primarily by the Facilities Maintenance Department for various projects throughout the District on an 'as needed' basis. The mixture of multiple vendors will provide the District with a variety of vendors for maintenance and repair services for various needs in the District.

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

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

# Exhibit A

## RFP #24-36-914 HVAC Equipment & Related Service Accessories

### Recommended Vendors (Alphabetical)

1	Barsco, Inc.
2	Carrier Enterprise LLC
3	Filter Systems
4	Filterbuy Inc.
5	Friglear North America dba Fissco Supply
6	Parts Town, LLC
7	Temperature Control Systems, Inc.
8	Texas AirSystems
9	Trane US Inc.
10	Winston Water Cooler, Ltd.

# EXHIBIT B

## Recommended Vendors

<b>RFP #22-84-914(B) Skilled Crafts and Trades (Supplement)</b>	
<b>Recommended Vendors (Alphabetical)</b>	
1	1-800-Striper of Central Dallas
2	ABC Commercial Services
3	All Wireless Solutions
4	AMS of Texas, LLC
5	Bramdak dba Interquest Detection Canines of North Texas
6	C&C Slab Leaks and Plumbing
7	Caruth Protection Services, LLC
8	CEC Facilities Group
9	Christman Facility Solutions
10	DMI Corp dba Decker Mechanical
11	Fastsigns - South Arlington
12	FireWise Texas, LLC
13	Inside Edge Commercial Interiors
14	Logical Solutions, Inc.
15	M&E Plastic Repair
16	Strategic Equipment dba TRI-MARK
17	Victory Lighting and Electrical Services

# EXHIBIT C

## Recommended Vendors

<b>RFP #24-57-914 Commercial Fencing &amp; Gates</b>	
<b>Recommended Vendors (Alphabetical)</b>	
1	Dallas Automatic Gate, Inc.
2	Estrada & Son's Construction, LLC
3	Everfence
4	Gomez Floor Covering, Inc. (GFC)
5	Red Letter General Contractor, LLC
6	Sav-On Fence, LLC
7	Triple-C Fence, LLC

**ACTION ITEM – BIDS**  
**7/22/2024**

**TOPIC:** Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and Request for Qualification (RFQ) #22-87-914 for On Call Architect and Engineering Services

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On July 25, 2022, the Board Approved the Award of RFP #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services.

The purpose of this Award is to provide the Facilities and Maintenance Department with Approved Job Order Contracting and Architect & Engineering Firms for “As Needed” services related to Minor Construction, Facility Repairs & Rehabilitation, and Building Alterations. In accordance with the Texas Government Code 2269.403, the Board shall approve each job, task, or individual agreement that exceeds \$500,000.00.

The Original Award was for an initial twelve (12) months with options to renew annually through July of 2027. The Administration recommends that the Board Approve the renewal of these awards for an additional twelve (12) month term.

**FUNDING SOURCE:** Various Federal and Local Fund

**COSTS:** Cost is based on actual projects

**ADMINISTRATIVE RECOMMENDATION:** The Administration recommends the Board Approve the Renewal of Award for (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services for an Additional Twelve (12) Month Term.

**RECOMMENDED BOARD ACTION:** I Move the Board Approve the Renewal of Award for (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On Call Architect and Engineering Services for an Additional Twelve (12) Month Term.

Additional Agenda Sheets Attached:  Yes  No


**AGENDA SHEET**

**Meeting Date:** 7/22/2024

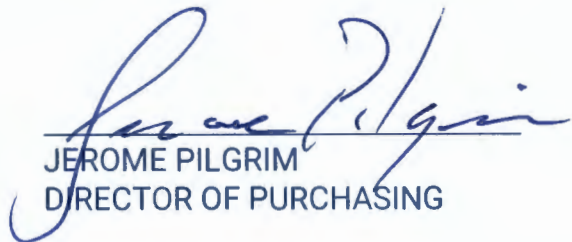
**Topic:** Consider Approval of the Renewal of Award for Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and Request for Qualification (RFQ) #22-87-914 for On Call Architect and Engineering Services

<b>Recommended Vendor(s)</b>	See Exhibit A and B - Awarded Vendors
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposal/Request for Qualifications
<b>Contract Term or One Time Purchase</b>	Second of four (4) annual renewal options
<b>Sole Source Vendor &amp; Documentation</b>	NA
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



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



JEROME PILGRIM  
DIRECTOR OF PURCHASING

**ATTACHMENTS:**

1. Recommendation Memo from Dr. Andre Smith dated July 9, 2024
2. Memo from Jerome Pilgrim dated July 10, 2024
3. Exhibit A- Awarded Vendors – RFP #22-86-914 for JOC Services
4. Exhibit B- Awarded Vendors - RFQ #22-87-914 for A&E Services



# MEMO

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**DATE:** July 9, 2024

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Dr. Andre Smith  
Chief of Administrative Services

**RE:** Renewal of Award Recommendation for RFP 22-86-914 for Job Order Contracting Services and RFQ 22-87-914 for On-Call Architectural and Engineering Services.

Facility Services requests that the Irving ISD Board of Trustees approve the renewal of award of RFP 22-86-914 for Job Order Contracting Services and RFQ 22-87-914 for On-Call Architectural and Engineering Services ("A&E") to all Firms that were previously awarded on July 25, 2022.

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

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

A handwritten signature in blue ink, appearing to read "Andre L. Smith", is written over a horizontal line.

Dr. Andre Smith  
Chief of Administrative Services

**RECOMMENDATION**

Date: July 10, 2024

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

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

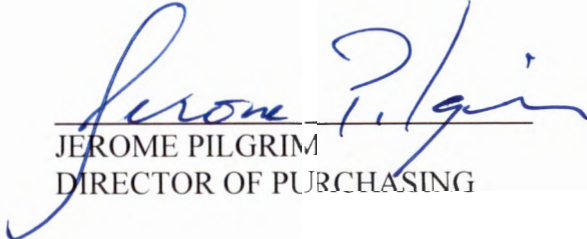
SUBJECT: **Renewal of RFP #22-86-914 for Job Order Contracting Services and RFQ #22-87-914 for On-Call Architect & Engineering Services**

On July 25, 2022 the Board approved the award of Request for Proposal (RFP) #22-86-914 for Job Order Contracting Services and (RFQ) #22-87-914 for On-Call Architect & Engineering Services to Various Firms.

The services covered by these firms will satisfy the variety of "As Needed" Minor Construction, Facility Repairs & Rehabilitation, Renovations, Building Alterations, and A&E Services. Firms will primarily be utilized by the Facilities department for as needed projects.

This will be the second renewal option year of this award. Purchasing concurs with the recommendation to approve the renewal of award for RFP #22-86-914 for Job Order Contracting Services and RFQ #22-87-914 for On-Call Architect & Engineering Services.

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

<b>EXHIBIT A AWARDED CONTRACTORS FOR RFCSP #22-86-914 FOR JOB ORDER CONTRACTING SERVICES</b>	
1	Brown & Root Industrial Services LLC
2	F.H. Paschen
3	Lemco Construction & Materials LLC*
4	Mart Inc*
5	Phillips May Corp*
6	Real Network Services Inc
7	SDB Contracting Services*
	* Denotes Previously Approved Firms

**EXHIBIT B  
AWARDED FIRMS FOR 22-87-914 ARCHITECT &  
ENGINEERING SERVICES**

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

\* Denotes Previously Approved Firms  
234

**CONSENT AGENDA ITEM – BIDS**

7/22/2024

**TOPIC:** Consider Approval of the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** The RFPs listed below were previously approved by the Board for Various types of “as needed” Maintenance and Repair Services to be performed for the Facility Services Department. All of the awards listed below were approved with annual renewal options. The awarded vendors have provided satisfactory service and products. Therefore, the Administration requests that the Board approve the renewal of the following RFP Awards for an additional twelve (12) month period:

1. Renewal: RFP #22-81-914 for LED Gym Lighting (Refer to Exhibit A)
2. Renewal: RFP #22-83-914 for HVAC Maintenance, Repair, and Services (Refer to Exhibit B)
3. Renewal: RFP #22-84-914 and RFP #22-84-914 (A) for Skilled Crafts and Trades (Refer to Exhibit C)
4. Renewal: RFP #22-50-914 and Other Cooperative Contracts for Purchase of Vehicles (Refer to Exhibit D)

WE REQUEST YOUR APPROVAL OF THIS RECOMMENDATION.

**FUNDING SOURCE:** Local, Federal and Bond Funds

**COSTS:** To be determined by actual Maintenance & Repair Orders

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommend the Board Approve the Renewal of Award of Various Request for Proposals (RFPs) for the Facilities Services Department for an additional twelve (12) month period.

**RECOMMENDED BOARD ACTION:** I Move that the Board Approve the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department for an additional twelve (12) month period.

Additional Agenda Sheets Attached:  Yes  No

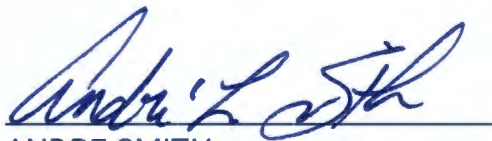
**AGENDA SHEET**

**Meeting Date:** 7/22/2024

**Topic:** Consider Approval of the Renewal of Award of Various Request for Proposals (RFP) for the Facilities Services Department

<b>Recommended Vendor(s)</b>	See Exhibits A, B, C, and D
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposals
<b>Contract Term or One Time Purchase</b>	Twelve Month Renewal
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



ANDRE SMITH  
CHIEF OF ADMINISTRATIVE SERVICES



JEROME PILGRIM  
DIRECTOR OF PURCHASING

**Attachments:**

1. Memo from Dr. Andre Smith dated June 27, 2024
2. Memo from Jerome Pilgrim dated July 6, 2024
3. Exhibit A – Approved Vendors RFP #21-81-914 LED Gym Lighting
4. Exhibit B – Approved Vendors RFP #22-83-914 HVAC Parts & Services
5. Exhibit C – Approved Vendors RFP #22-84-914(A) Skilled Crafts & Trades
6. Exhibit D – Approved Vendors RFP #22-50-914 and Other Cooperative Contracts for Purchase of District Vehicles



# MEMO

---

**DATE:** June 27, 2024

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Andre Smith, Chief of Administrative Services

**RE:** Recommendation of Renewal of Award of Various Request for Proposals (RFP)  
for the Facilities Services Department

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

1. Renewal of RFP #22-81-914 for the purchase of LED Gym Lighting. (Refer to Exhibit A of Agenda)
2. Renewal of RFP #22-83-914 for the purchase of HVAC Maintenance, Repair and Related Services. (Refer to Exhibit B of Agenda)
3. Renewal of RFP #22-84-914 and RFP #22-84-914(A) for the purchase of Skilled Crafts and Trades Services. (Refer to Exhibit C of Agenda)
4. Renewal of RFP #22-50-914 and Other Cooperative Contracts for Purchase of District Vehicles. (Refer to Exhibit D of Agenda)

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

A handwritten signature in blue ink, appearing to read "Andre L. Smith", written over a horizontal line.

Andre Smith Ed.D  
Chief of Administrative Services

Date: July 6, 2024  
TO: Board of Trustees,  
Magda Hernandez, Superintendent of Schools  
FROM: Jerome Pilgrim, Director of Purchasing  
SUBJECT: **Recommendation: Approval of Renewal of Awards of Various Request for Proposals (RFP) for the Facilities Department**

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Purchasing concurs with Facilities for the award of the following RFP's to the recommended vendors:

1. Renewal of Award of RFP #22-81-914 for LED Gym Lighting (Refer to Exhibit A for Awarded Vendors)
2. Renewal of Award of RFP #22-83-914 for HVAC Maintenance, Repair, and Services (Refer to Exhibit B for Awarded Vendors)
3. Renewal of Award of RFP #22-84-914, RFP #22-84-914 (A) for Skilled Crafts and Trades (Refer to Exhibit C for Awarded Vendors)
4. Renewal of Award of RFP #22-50-914 and Other Cooperative Contracts for Purchase of District Vehicles (Refer to Exhibit D for Awarded Vendors)

The recommended vendors will be utilized primarily by the Facilities Maintenance Department for various projects throughout the District on an 'as needed' basis. The mixture of multiple vendors will provide the District with a variety of vendors for maintenance and repair services for various needs in the District.

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

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

# EXHIBIT A

## Awarded Vendors

<b>RFP #22-81-914 LED Gym Lighting</b>	
<b>Vendors (Ranking)</b>	
1	Voss Lighting
2	Denali CS
3	WLS Lighting Systems, Inc

# EXHIBIT B

## Awarded Vendors

<b>RFP #22-83-914 HVAC Services</b>	
<b>Vendors (Alphabetical)</b>	
1	Acumen Enterprises, Inc.
2	Assured Comfort Services
3	Assured Mechanical Solutions
4	ATCO EnviroAir Testing Engineers
5	Bartos Industries
6	Berger Engineering Company
7	Century Mechanical Contractors
8	CMS Mechanical Contractors
9	Denali CS
10	Evolution Mechanical, LLC
11	HTS Texas
12	Infinity Contractors Int'l, LTD
13	ProToCall
14	Texas AirSystems
15	Trane US

# EXHIBIT C

<b>RFP #22-84-914 Skilled Crafts and Trades</b>	
<b>Awarded Vendors (Alphabetical)</b>	
1	AimGraphics
2	Amon Welding Construction, LLC
3	Assured Comfort Services (Innovation HVAC Services, LLC)
4	Cates Construction Services
5	Century Mechanical Contractors, Inc.
6	CMS Mechanical Services, Inc. (CBS Mechanical Services, Inc)
7	Colden Hot Services
8	Davis Crane Service
9	Denali CS
10	Director's Choice Tour and Travel
11	Ed Brown Distributors (Signature Services Corp)
12	E-Logic, Inc.
13	Exserve Facility Services, Inc.
14	Eyeful Art Murals and Designs
15	Fort Worth Window Cleaning, Inc.
16	Gomez Floor Covering, Inc.
17	Green Planet, Inc.
18	Industrial Power, LLC
19	JJ Red Commercial Roofing
20	Kwik Kar Lube N Tune
21	North Texas Crane Services, Inc.
22	Pro To Call
23	Real Network Services, Inc.
24	Rent a Crate Enterprises, LLC
25	Rescue Restoration
26	Rick's Car Care # 2 (CCI Reeds Car Care)
27	Sam Pack's Five Star Ford
28	Sanus Solutions
29	Select Millwork, Inc.
30	Star Roofing and Sheet Metal (M&H Roofing and Sheet Metal, Inc)
31	Strategic Equipment, LLC
32	TFP Green Builders, LLC
33	Westway Ford
<b>RFP #22-84-914(A) Skilled Crafts and Trades (Supplement)</b>	
1	Benchmark Signs
2	BW Collision
3	DCI Auto Glass, LLC
4	Whaley Foodservice, LLC

# EXHIBIT D

## Awarded Vendors

<b>RFP #22-50-914 Purchase of District Vehicles</b>	
<b>Vendors</b>	
1	Caldwell Country Chevrolet
2	Grapevine DCJ, Inc.
3	Other Cooperative Contract Approved Vendors as Needed

**CONSENT AGENDA ITEM – BIDS**

7/22/2024

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

**SUBMITTED BY:** Jerome Pilgrim, Director of Purchasing

**BACKGROUND:** On July 25, 2022, the Board Approved the Awards of the RFP's listed below for the Student Transportation and Logistics Department. The awarded vendors have provided satisfactory service and products and have performed in accordance with the Scope, Specifications, and Terms and Conditions of the RFP Award. Therefore, the Administration recommends and requests that the Board Approve the renewal of the following RFP awards:

1. RFP #22-99-926 for School Bus Parts. Renewal for twelve (12) Months  
(Refer to Exhibit A for List of Approved Vendors)
2. RFP #22-100-926 for School Bus Maintenance and Repairs. Renewal for twelve (12) Months. (Refer to Exhibit A for List of Approved Vendors)
3. RFP #22-104-926 for Alternative Student Transportation Services.  
Renewal for twelve (12) Months. (Refer to Exhibit A for List of Approved Vendors)

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

**FUNDING SOURCE:** Local and Federal Funds

**COSTS:** Estimated Amount determined by actual Transportation needs

**ADMINISTRATIVE RECOMMENDATION:** The Administration Recommend the Board Approve the Renewal of RFP #22-99-926 for School Bus Parts, RFP #22-100-926 for School Bus Maintenance and Repairs, and RFP #22-104-926 for Alternative Student Transportation Services, for an Additional twelve (12) Months.

**RECOMMENDED BOARD ACTION:** I move that the Board approve the Renewal of RFP #22-99-926 for School Bus Parts, RFP #22-100-926 for School Bus Maintenance and Repairs, and RFP #22-104-926 for Alternative Student Transportation Services, for an Additional Twelve (12) Months.

Additional Agenda Sheets Attached:  Yes  No

**AGENDA SHEET**

**Meeting Date:** 7/22/2024

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

<b>Recommended Vendor(s)</b>	See Exhibit A
<b>Contract Type (e.g. Co-op, RFP)</b>	Request for Proposal
<b>Contract Term or One Time Purchase</b>	Renewal for an Additional Twelve (12) Months
<b>Sole Source Vendor &amp; Documentation</b>	N/A
<b>Vendor is at least 51% woman or minority business</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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



ANDRE SMITH  
CHIEF OF ADMINISTRATIVE SERVICES



JEROME PILGRIM  
DIRECTOR OF PURCHASING

**Attachments:**

1. Memo from Dr. Andre Smith dated July 9, 2024
2. Memo from Jerome Pilgrim dated July 10, 2024
3. Exhibit A – Awarded Vendors



# MEMO

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**DATE:** July 9, 2024

**TO:** Jerome Pilgrim  
Director of Purchasing

**FROM:** Andre Smith, Chief of Administrative Services

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

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

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

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

A handwritten signature in blue ink, appearing to read "Andre Smith", is written over a horizontal line.

Andre Smith Ed.D  
Chief of Administrative Services

Date: July 10, 2024

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

FROM: Jerome Pilgrim, Director of Purchasing

SUBJECT: **Recommendation: Approval of Award of Various Request for Proposals (RFP) for the Transportation Department**


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

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

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

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

  
JEROME PILGRIM  
DIRECTOR OF PURCHASING

# EXHIBIT A

## Awarded Vendors

<b>RFP #22-99-926 Purchase of School Bus Parts</b>	
<b>Vendors (Alphabetical)</b>	
1	American Tire Distributors
2	Buck's Wheel & Equipment
3	Capital Filtrations
4	Creative Bus Sales
5	Cummins Sales and Service
6	Southern Tire Mart
7	Southwest International Truck

<b>RFP #22-100-926 School Bus Maintenance &amp; Repair Services</b>	
<b>Vendors (Alphabetical)</b>	
1	Buck's Wheel & Equipment
2	Creative Bus Sales
3	DCI Auto Glass
4	Sam Pack's Five Star Ford
5	Southern Tire Mart
6	Southwest International Truck

<b>RFP #22-104-926 Alternative Student Transportation Services</b>	
<b>Vendors (Alphabetical)</b>	
1	ALC Schools
2	HopSkipDrive
3	Zum Services

**ACTION ITEM**  
7/22/2024

**TOPIC:** Consider Approval of the Memorandum of Understanding by and Between The City of Irving and Irving Independent School District

**SUBMITTED BY:** Andre Smith, Chief of Administrative Services and Kevin Dodge, Director of Safety and Security

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

The First Amendment to the Amended and Restated Interlocal Agreement for Security and Peace Officer Services is designed to renew the agreement between the City and the District for the 24-25 school year.

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

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

Additional Agenda Sheets Attached:  Yes  No

**Attachments:**

- Interlocal Agreement for Security and Peace Officer Services

**STATE OF TEXAS           §**  
**COUNTY OF DALLAS       §**

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

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

**WITNESSETH:**

**WHEREAS**, IISD and the Police Department of CITY previously instituted a cooperative School Resource Officer Program at various secondary schools of IISD to combat juvenile delinquency, to assist students involving potential involvement with law enforcement, to develop and maintain positive relations between students and CITY police officers and to assist IISD in maintaining a safe, orderly, and secure environment conducive to learning; and

**WHEREAS**, IISD and the CITY previously entered into an Interlocal Agreement for Security and Peace Officer Services in July 2017 (the "Original Agreement") whereby IISD sought, and CITY agreed to provide the services of security and commissioned police officers to protect IISD property and the safety and welfare of IISD students and personnel; and

**WHEREAS**, the Original Agreement was amended by that certain First Amendment to the Interlocal Agreement for Security and Peace Officer Services dated July 30, 2018 (the "First Amendment"), that certain Second Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2019 (the "Second Amendment"), that certain Third Amendment to the Interlocal Agreement for Security and Peace Officer Services dated July 30, 2020 (the "Third Amendment"), and that certain Fourth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2021 (the "Fourth Amendment"); that certain Fifth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2022 (the "Fifth Amendment"); that certain Sixth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2023 (the "Sixth Amendment"); and

**WHEREAS**, IISD and CITY desire to continue the School Resource Officer Program at IISD campuses; and

**WHEREAS**, CITY has full-time commissioned peace officers in its employ capable of providing IISD security and police protection services; and

**WHEREAS**, the Act authorizes CITY and IISD to contract with one another for police protection, related administrative functions, and other governmental functions in which they are mutually interested; and

**WHEREAS**, the IISD Board of Trustees has found, and hereby declares, it is in need of security personnel and law enforcement services to (1) protect the safety and welfare of its students, employees, and other persons authorized to be on IISD property or at IISD sponsored events or activities; and (2) protect the real and personal property of IISD; and

**WHEREAS**, the IISD Board of Trustees desires to utilize the security and law enforcement services and personnel of CITY for those functions and purposes; and

**WHEREAS**, the CITY desires to provide IISD the required security and law enforcement functions and services; and

**WHEREAS**, the Parties wish to enter into a First Amended and Restated Interlocal Agreement for Security and Peace Officer Services to incorporate the terms of the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and such other terms as required for the implementation of the security and peace officer services requested by IISD to be provided by the CITY;

**NOW, THEREFORE**, in consideration of the promises and of the terms, provisions, and mutual provisions herein contained, CITY and IISD hereby agree as follows:

**I.**

**Purpose**

1.01 The primary purpose of this Agreement is for IISD to secure the services of security and commissioned peace officers to protect its property and the safety and welfare of IISD students and personnel. It is also the purpose of this Agreement to provide for the maintenance of the School Resource Officer Program by providing School Resource Officers (“S.R.O.s”) to IISD’s schools.

**II.**

**Services and Obligations of City**

The CITY, through the S.R.O.s, shall provide IISD the following services and related activities:

**Law Enforcement Services**

2.01 Beginning August 1, 2024, three (3) elementary S.R.O.s will be assigned to share duties among the elementary schools. One (1) S.R.O. will be assigned to each of the following IISD schools: Austin Middle School, Bowie Middle School, Crockett Middle School, De Zavala Middle School, Houston Middle School, Lady Bird Johnson Middle School, Lamar Middle School, Travis Middle School, and the Jack E. Singley Academy. One (1) S.R.O. will be assigned to the Wheeler/Secondary Re-Assignment Center. One (1) S.R.O. will be assigned to share duties among the Cardwell Career Preparatory Center and other district buildings as needed. Two (2) S.R.O.s will be assigned to each of the following IISD schools: Irving High School, MacArthur High School, and Nimitz High School. At least two (2) but no more than three (3) sergeants will be assigned to share the supervisory responsibilities of the S.R.O. program. Such officers shall be assigned during the designated times to perform the services described herein.

2.02 The S.R.O.s will work an eight (8) hour duty on instructional days during the regular school term with specific reporting/exit times to be determined by mutual consent of IISD and the CITY. The IISD designated representatives and CITY designated representatives shall confer and memorialize the agreed-upon schedules in writing. IISD’s representative for the purpose of developing a schedule and giving consent shall be the IISD Director of School Safety and Security. CITY’s representative for the purpose of developing a schedule shall be the Irving Police Lieutenant assigned to the Community Services Division. Exceptions to duty schedule assignments may arise when an assigned S.R.O. is in required training or is otherwise temporarily required to work on a non-IISD

assignment as reasonably determined by CITY and directed by the Community Services Division Lieutenant. Summer school S.R.O. coverage will be mutually agreed upon by both parties. The IISD designated representatives and CITY designated representatives shall confer, and mutual agreement shall be in writing.

2.03 CITY shall make reasonable efforts to provide S.R.O.s during assigned times. CITY shall promptly provide IISD's Director of School Safety and Security with written notification if assigned S.R.O.s are not available to provide services at a particular date or time. If an S.R.O. is assigned to work on a non-IISD assignment that varies from the S.R.O.'s typical assigned schedule, IISD's contribution to the S.R.O. salary amount shall be adjusted accordingly such that IISD is not responsible to pay for any S.R.O. hours not worked for IISD.

2.04 The S.R.O.s shall monitor access to the school grounds and assist in limiting access to authorized persons. The S.R.O.s shall be responsible for securing and removing unauthorized persons from IISD property, as directed by IISD or as required by law.

2.05 The S.R.O.s shall assist IISD personnel in protecting the property of IISD and the security and safety of its students and personnel in accordance with the duties of a commissioned peace officer of CITY and subject to IISD policies.

2.06 The S.R.O.s shall use best efforts to investigate and/or deter the commission of criminal acts that may occur on school property and within their hereinafter-described jurisdiction.

2.07 The S.R.O.s shall coordinate the Crime Stoppers Program.

2.08 The S.R.O.s may serve as a resource to IISD schools for CITY's Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2.09 The S.R.O.s shall endeavor to provide a high visibility, crime deterrent on school properties, in buildings, or parking lots, and on athletic fields to effectively promote safety, security, and order. S.R.O.s who provide vehicular patrol services shall drive a marked police car. The S.R.O.s shall meet with the administrators at each campus to discuss expectations.

2.10 The S.R.O.s may be present, upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law or will violate the law.

### **Education Services**

2.11 The S.R.O.s may participate as resource persons in the classroom, at assemblies, with parent groups, teach a class, lead a discussion, or offer information on law enforcement topics, campus security, or other Police Department programs.

### **Public Relations**

2.12 The S.R.O.s shall, upon request by the Director of School Safety and Security and approval by the Irving Police Department, provide presentations to civic groups on topics including, but not limited to S.R.O. programs, school safety initiatives involving the Irving Police Department, and information about gang activities and gang intervention strategies.

### **III.**

#### **Jurisdiction**

3.01 When acting as a commissioned peace officer for IISD, the officer's jurisdiction shall include, in addition to his jurisdiction as an Irving Police Officer, all territory within the boundaries of the IISD that is within the city limits of Irving and all property, real and personal, outside the boundaries of IISD that is within Irving city limits and owned, leased, or rented by or otherwise under the control of IISD and its Board of Trustees.

3.02 S.R.O.s shall not routinely monitor students for infractions of school rules. S.R.O.s are not authorized to discipline students. Infractions of school rules should be reported by the S.R.O.s to the appropriate school officials.

### **IV.**

#### **Qualifications**

The S.R.O. assigned by CITY Police Department shall have the following qualifications:

4.01 Must continuously satisfy all minimum standards for peace officers established from time to time by the Texas Commission on Law Enforcement and current procedures in effect for CITY officers, including attendance at all mandatory training and testing to maintain state peace officer licensing and certification/additional standards, if any, of CITY's Police Department.

4.02 Must successfully complete an education and training program that satisfies the requirements of Subchapter F, Chapter 1701, Section 1701.263 V.T.C.A., Occupations Code.

4.03 Satisfactory knowledge of juvenile laws and procedures.

4.04 Demonstrated ability to communicate effectively.

4.05 Demonstrated ability to develop sincere relationships with young people.

4.06 Initial selection and assignment of the S.R.O.s will be by CITY's Police Department. Continued assignment at the specific school will be subject to maintaining a satisfactory working relationship with the school principal.

4.07 S.R.O.s are subject to all IISD policies and procedures and are expected to abide by them at all times, except when those policies and procedures conflict with CITY or Police Department policies and procedures, in which case the CITY or Police Department policies and procedures shall control.

4.08 Upon a showing of good cause, IISD may request, at any time, confirmation, verification, and copies of certification that the S.R.O.'s have satisfactorily completed all training required under Tex. Occup. Code Section 1701.262 and 1701.263.

### **V.**

#### **Employees of the City**

5.01 All S.R.O.s furnished by CITY will be employees of CITY and will at all times be subject to the supervision and control of the CITY's Chief of Police and shall be responsible to the Chief of Police.

5.02 All S.R.O.s furnished by CITY have the protection of CITY as the primary responsibility. Therefore, when it is necessary for the CITY to fulfill a critical public safety need for the protection of CITY, all, or a portion of the S.R.O.s, may be removed from schools for a temporary period until those officers are no longer required for the reasonable protection of CITY. Notwithstanding this provision, CITY agrees to make every reasonable effort to have a S.R.O. available to respond to emergency calls for service. Additionally, CITY agrees that the payments owed under this Agreement may be prorated to reflect any dates for which CITY was unable to provide the S.R.O.s required by this Agreement.

5.03 The supervisory personnel of the S.R.O.s who are responsible for their direct supervision shall be available at all reasonable times to report to and confer with designated officials of IISD.

5.04 On a yearly basis, or as needed from time to time, the supervisory personnel of the S.R.O.s will confer with campus administrators to discuss the performance of the S.R.O. assigned to their respective school.

5.05 No S.R.O. employed by CITY shall be considered an agent, servant, or employee of IISD. The relationship of CITY and IISD is that of independent contractor and client. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between CITY and IISD. Neither party shall be the agent of the other nor have the authority to bind the other. CITY is solely responsible for the payment of wages, benefits, and taxes on behalf of its employees and for the maintenance of workers' compensation insurance and the coverage of any work-related claims for personal injury by CITY's S.R.O.s.

5.06 CITY shall provide IISD with information relating to student arrests and school-related investigations to the extent required by the Texas Code of Criminal Procedure and the Texas Education Code to enable IISD to evaluate and measure the S.R.O. program. Such data and reports shall be made available to IISD on a semester basis or at other reasonable intervals agreed upon by the parties.

5.07 During the performance of services under this Agreement, each S.R.O. shall utilize their City of Irving email address account and shall not utilize an IISD email account.

## **VI.**

### **Services and Obligations of IISD**

IISD shall fulfill the following obligations in return for the CITY's performance of the foregoing services:

6.01 Provide an office, desk, and telephone for the S.R.O.s at each designated school, together with the support of the professional staff as reasonably necessary to provide administrative aid to the S.R.O.s in the performance of their duties described in this Agreement.

6.02 The CITY shall invoice IISD and IISD shall pay the CITY fifty-five percent (55%) of the costs for the S.R.O.s salary (CP-01 for officer/Step 8 and CP-05 for sergeant/Step 8), retirement, health insurance, workers compensation insurance, and unemployment insurance at the rates of pay then existing as established by the CITY. For the period August 1, 2024 through July 31, 2025, those costs are estimated at \$1,999,237.85. In the event of a salary adjustment by CITY during the term of this Agreement, IISD shall pay fifty-five percent (55%) of the total cost(s) for the S.R.O salary (CP-01 for officer/Step 8 and CP-05 for sergeant/Step 8), retirement, health insurance, workers compensation insurance, and unemployment insurance at the rates of pay established by the CITY for those

positions, provided the total cost(s) does not exceed five percent (5%) of the estimate. In the event that the rates of pay established by the CITY for those positions are increased by more than five percent (5%), CITY shall give IISD notice of said increase and IISD shall have the option to terminate this Agreement pursuant to Section 7.02 of this Agreement. Payment for services provided in this Agreement shall be made in three equal payments as compensation on December 01, April 01, and August 01, in each term in which this agreement is effective for the contracted services of twenty (20) police officers and up to three (3) police sergeants. Payments shall be delivered to:

City Treasurer  
Civic Center Complex  
825 West Irving Boulevard  
Irving, Texas 75060

6.03 Payments for the above-described governmental services must be made from current revenues available to the school district. Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. A party shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of the party to budget or authorize for this Agreement during the current or any future fiscal year. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay for Services already received, as the case may be, as of the time the party provides such notice. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

6.04 When Irving police officers are requested by IISD administrators to provide security and law enforcement services for IISD athletic, extra-curricular or special events, and such services would result in an officer working overtime as set forth in the Irving Police Department's General Orders, compensation will be at the CITY overtime rate of the individual officer(s) assigned to the event. The CITY will make payment to the officer(s) at the overtime rate and will invoice the IISD on a quarterly basis for reimbursement. IISD agrees to remit payment to the CITY for the overtime rate, which shall not count toward the five percent (5%) increase referenced in Section 6.02 above. The CITY will provide the IISD with the name, Social Security Number, hourly rate of pay, and total amount of time worked at an IISD event that resulted in the officer working overtime as set forth in the Irving Police Department's General Orders.

6.05 In the event that one or more S.R.O.s are removed from service at an IISD location or function due to the provision set forth in any section under IV. Qualifications or in section 5.02, IISD will not be required to compensate the CITY for the affected S.R.O.s.

6.06 In a health or safety emergency where the Irving Police Department has been dispatched to an IISD campus as a result of a 911 call or other call for emergency response:

6.06.01 IISD shall provide CITY with live access to cameras at IISD facilities impacted by the health or safety emergency. Further, CITY shall not record or capture any video or still images from the camera access provided under this provision.

6.06.02 The CITY shall be responsible for the police response to the health and safety emergency and the control of such response shall be given to the CITY. IISD shall provide assistance and support to the CITY, including but not limited to access to information about the campus, building structure, number and assigned locations of students and personnel present, and other information or records necessary for the CITY to appropriately respond to and resolve the health and safety emergency.

6.06.03 Access to videos, pictures, audio recordings, images, records and other information under provision 6.06 shall only last so long as the health or safety emergency exists. All other requests by CITY for access to or copies of IISD security camera videos, pictures, audio recordings, images or other records and information shall be made pursuant to Section 10.9 of this Agreement.

6.07 On a yearly basis and on a date mutually agreed to by the parties, IISD agrees to provide training to the S.R.O.s and CITY's Crime Information Center police officers on use and functionality of the IISD camera system for bona fide training purposes, not during an emergency, to ensure they are familiar with the IISD camera system.

## **VII.**

### **Term**

7.01 The term of this Agreement shall commence on August 1, 2024, and end on July 31, 2025 (the "Term"). Prior to the expiration of the Term, either party may notify the other in writing of its desire to renew the Agreement. If the parties do not renew the Agreement before the expiration of the Term, then this Agreement automatically terminates. CITY shall notify IISD in writing of any changes in the terms or conditions of the Agreement at least thirty (30) days prior to the notice period for renewal or termination. Any renewal of this Agreement will require the approval of the Irving City Council and the Board of Trustees of the Irving Independent School District.

7.02 Prior to the end of the current Agreement date, either party may terminate the Agreement by giving notice. In such case, the Agreement will terminate thirty (30) days after receipt of the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term prior to the effective date of the notice for termination. For example, if the Agreement terminates on August 1, 2024, the payment due August 1, 2024, for services previously rendered under this Agreement still must be paid.

7.03 If IISD becomes dissatisfied with the performance or conduct of an S.R.O., IISD shall promptly notify CITY's designated representatives in writing. Any objection by IISD shall be made in good faith.

7.04 Upon reasonable written notice from IISD that describes unsatisfactory service of an S.R.O., CITY's designated representatives will meet with IISD's designated representatives and mutually determine a reasonable remedy, which may include substituting personnel. If the parties are unable to reach an agreement, or if no qualified substitute personnel are available to fill the S.R.O position, then this Agreement shall be modified as to the number of S.R.O. positions assigned to the IISD, and the compensation required under the terms of paragraph 6.02 shall be pro-rated accordingly.

## **VIII.**

### **Notices and Administration**

8.01 All notices, communications and reports required or permitted under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Postal Service in the form of certified mail, postage pre-paid return receipt requested, to the party at the addresses shown below, unless and until either party is subsequently notified otherwise in writing:

If intended for CITY, to:

CHIEF OF POLICE  
City of Irving  
305 North O'Connor Road  
Irving, Texas 75061

With a copy to:

DEPUTY CITY ATTORNEY  
City of Irving  
825 W. Irving Blvd.  
Irving, Texas 75060

If intended for IISD, to:

SUPERINTENDENT OF SCHOOLS  
Irving Independent School District  
2621 W. Airport Freeway  
Irving, Texas 75062-6020

With a copy to:

GENERAL COUNSEL  
Irving Independent School District  
2621 W. Airport Freeway  
Irving, Texas 75062-6020

8.02 The rendition of services under this Agreement shall be facilitated by the following District representatives:

Kevin Dodge  
Director of School Safety and Security  
Irving Independent School District  
3620 Valley View Lane  
Irving, Texas 75062

## **IX.**

### **Liability**

9.01 It is understood and agreed between parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or

omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

9.02 This Agreement is expressly made subject to the CITY and IISD's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

## **X.**

### **Miscellaneous Provisions**

#### **Venue**

10.1 The obligations of the parties are performable in Irving, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in the state District Courts of Dallas County, Texas. The parties agree to submit to the personal jurisdiction of said court.

#### **Applicable Law**

10.2 This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of IISD's Board of Trustees, as amended, and all applicable local, state, and federal laws.

#### **Governing Law**

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **Legal Construction**

10.4 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

#### **Compliance with Applicable Laws and District Policies**

10.5 The CITY and the assigned S.R.O.s shall comply with any and all federal, state, and local laws, rules, regulations, ordinances, and policies, and IISD policies affecting the services covered by this Agreement. Such laws include but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); c) Health Insurance Portability and Accountability Act of 1996 (HIPPA); d) Title VI of the Civil Rights Act of 1964, as amended (Title VI); e) Title VII of the Civil Rights Act (Title VII); f) Title IX of the Education Amendments of 1974 (Title IX); g) Section 504 of the Rehabilitation Act of 1973 (Section 504); h) the Age Discrimination in Employment Act of 1975 (Age Act); i) the Americans with Disabilities Act, as amended (ADA); and j) the Texas Education Code. IISD policies may be obtained at [www.irvingisd.net](http://www.irvingisd.net) under Board of Trustees/District Policies. These policies may be updated or revised without notice.

10.6 Upon request by CITY, as may be needed to fulfill obligations under this Agreement, IISD will provide directory information relating to its students. Upon request by the CITY, the sergeants assigned to share the supervisory responsibilities of the S.R.O. program will be provided with login credentials to allow the sergeants access to student directory information to the extent provided to school officials through eSchool or such other student information system utilized by IISD. S.R.O. access to and CITY use of student records shall be limited to an educational purpose as stated in IISD Board Policy. Sergeants shall participate in training on FERPA and its incumbent privacy requirements during the term.

10.7 CITY agrees that its employees shall keep confidential all student information obtained and that the information will be used solely for CITY Police Department business in accordance with all applicable federal, state, and local laws, rules, and regulations. No third-party disclosure of student information is permitted.

10.8 IISD agrees to provide access to student records to the extent permitted under FERPA and the U.S. Department of Education's implementing rules.

10.9 Should any S.R.O. or officer of the CITY violate the terms of provisions 10.5-10.8 during the Term, the CITY shall cooperate with IISD in providing all required notices of such violation and shall bear the sole cost of such notice preparation and delivery.

10.10 During the course of a criminal investigation or a use of force investigation being conducted by CITY, IISD agrees to provide CITY with access to documents, records, recordings, images, emails, and other materials ("IISD Materials") related to the criminal or use of force investigation, to the extent those IISD Materials are not protected under law, including but not limited to FERPA and the U.S. Department of Education implementing rules, without requiring the CITY to make a request pursuant to the Texas Public Information Act ("TPIA"). To the extent those IISD Materials are protected under law, including but not limited to FERPA and the U.S. Department of Education implementing rules, IISD agrees to make reasonable efforts to cooperate fully with the CITY's investigation and to seek consent from IISD parent(s) or qualified individual(s) to allow CITY access to the IISD Materials for the limited purpose of the criminal or use of force investigation. Nothing herein shall be construed as requiring the IISD to disclose IISD Materials that are confidential under federal or state law or that are protected by the attorney-client privilege and/or the attorney work product privilege. Use of force investigation is a term of art used by CITY and as used herein refers to a CITY internal investigation of the appropriateness of use of force by a CITY police officer during the course and scope of their employment.

10.11 S.R.O.s shall not engage in relationships of a romantic or sexual nature with an IISD employee while serving as an S.R.O. In the event that a romantic relationship ensues between an S.R.O. and an IISD employee, the S.R.O. shall immediately notify their supervisor and may be subject to transfer of assignment by the Irving Police Department. Additionally, while on a school campus or IISD property, an S.R.O. is prohibited from having romantic, physical, and/or sexual encounters with an IISD employee.

10.12 S.R.O.s shall be permitted to keep a shotgun or rifle, with appropriate ammunition, in the S.R.O. office stored in a locking gun safe during the S.R.O.'s duty hours. The gun safe shall adhere to all safety requirements as identified by IISD, shall be provided by the CITY at the CITY's sole expense, and shall be installed at the CITY's sole expense. The shotgun or rifle shall only be deployed by the S.R.O. if the S.R.O. determines that such deployment is necessitated by an imminent threat to public safety or welfare. The rifle or shotgun will be concealed in an appropriate gun case when being transported in or out of the school building. The S.R.O. shall meet with the administrators at each campus to discuss expectations for gun storage, transportation, concealment, and other safety considerations.

### **Duty to Cooperate**

10.10 CITY and IISD shall each have a duty to cooperate with each other in the event that a lawsuit is filed against CITY or IISD by any third party resulting from or related to the services performed under this Agreement. Nothing herein shall be construed as requiring either party to cooperate with the other party in the event of a conflict between the parties.

### **Captions**

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

### **Counterparts**

10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

### **Entire Agreement**

10.13 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

### **Authority**

10.14 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.

CITY OF IRVING, TEXAS

By: \_\_\_\_\_  
Chris Hillman  
City Manager

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

ATTEST:

\_\_\_\_\_  
Shanae Jennings  
City Secretary

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Janet Spugnardi  
Deputy City Attorney

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

IRVING INDEPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Rosemary Robbins, President  
Board of Trustees

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

ATTEST:

\_\_\_\_\_  
Michael Kelley, Secretary  
Board of Trustees

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Wesley Nute  
General Counsel

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

**CITY MANAGER'S ACKNOWLEDGMENT**

**THE STATE OF TEXAS     §**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Chris Hillman, City Manager of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ A.D.,  
2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**TRUSTEE'S ACKNOWLEDGMENT**

**THE STATE OF TEXAS     §**  
**COUNTY OF DALLAS       §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Rosemary Robbins, President, board of Trustees of the Irving Independent School District in Irving, Texas a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Irving Independent School District, that he was duly authorized to perform the same by appropriate resolution of the Board of Trustees of the Irving Independent School District and that he executed the same as the act of the said School District for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_A.D.,  
2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CONSENT AGENDA ITEM**

7/22/2024

**TOPIC:** Consider Approval and Execution of the Interlocal Agreement for Emergency Medical Services between Irving ISD and the City of Irving.

**SUBMITTED BY:** Dr. Andre Smith, Chief of Administrative Services and Mike Luttrell, Executive Director of Athletics

**BACKGROUND:** Irving ISD and the City of Irving have a long-standing Interlocal Agreement under which the City of Irving Fire Department provides highly qualified paramedics and ambulances for emergency medical services during Irving ISD Varsity football games. The administration recommends continuation of this service for the 2024 football season.

The city will provide two paramedics at a maximum fee of \$120 per hour per paramedic per game. However, if a person needs to be transported to the hospital, a secondary ambulance will be dispatched.

The attached agreement stipulates the service will be in effect for all varsity games at Joy and Ralph Ellis Stadium. A schedule for the 2024-2025 regular season games is attached as a part of the agreement. The attached agreement has been reviewed by the district's legal services department as well as the city attorney's office. This agreement demonstrates a collaborative effort among both governmental entities to utilize services to our mutual benefit.

Funding for this expense is contained as a part of the athletic department's general operating budget.

**ADMINISTRATIVE RECOMMENDATION:** The administration recommends approval of the Interlocal Agreement with the City of Irving to provide ambulance services for varsity football games.

**RECOMMENDED BOARD MOTION:** The Board Approves the Interlocal Agreement with the City of Irving to provide ambulance services for varsity football games.  
Additional Agenda Sheets Attached:

Additional Agenda Sheets Attached:  Yes  No

Attachments:

- Interlocal Agreement for Emergency Medical Services
- 2024-2025 IISD Varsity Football Schedule

**INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES  
BETWEEN THE CITY OF IRVING AND IRVING INDEPENDENT SCHOOL  
DISTRICT**

Pursuant to V.T.C.A, Government Code Section 791.001 et seq. (the “Act”) the City of Irving, Texas (“City”) and the Irving Independent School District (“IISD”), each being a unit of “Local Government” as defined by the Act, make and enter into this Agreement for the purposes and consideration set out below.

**WITNESSETH:**

**WHEREAS**, IISD desires the Fire Department of City and City paramedics to assist IISD in maintaining a safe environment for IISD sponsored sporting events and activities at Irving ISD school Stadiums; and

**WHEREAS**, City has full-time paramedics in its employ capable of providing IISD emergency medical services; and

**WHEREAS**, the IISD Board of Trustees has found, and hereby declares, it needs emergency medical services to protect the safety and welfare of its student athletes at IISD-sponsored sporting events and activities; and

**WHEREAS**, the IISD Board of Trustees desires to utilize the emergency medical services and personnel of City for those functions and purposes; and

**WHEREAS**, the City desires to provide IISD the required emergency medical services and finds that doing so is in the best interest of the public health, safety and welfare of the citizens, residents and visitors of Irving, Texas;

**NOW, THEREFORE**, in consideration of the terms and mutual provisions herein contained, City and IISD hereby agree as follows:

**I.**

**Purpose**

1.1 The primary purpose of this Agreement is for IISD to secure emergency medical services to protect the safety and welfare of IISD students, staff, athletes and visitors at IISD sponsored sporting events and activities.

**II.**

**Services and Obligations of City**

The City, through its paramedics, shall provide IISD the following services and related activities:

Emergency Medical Services

2.1 Beginning August 1, 2024, two (2) paramedics and an ambulance will be provided by City for emergency medical services at IISD high school football games for the 2024 - 2025 school year. See **Attachment A. IRVING INDEPENDENT SCHOOL DISTRICT VARSITY FOOTBALL SCHEDULE 2024.**

2.2 The paramedics will work a minimum of three (3) hours of standby during the football games. Additional hours will be worked as needed. An ambulance or other emergency service vehicle is provided for the use of the paramedics.

**III.**

**Qualifications**

Any paramedic assigned by City Fire Department shall have the following qualifications:

3.1 Must continuously satisfy all minimum standards for paramedics established from time to time by the Texas Department of State Health Services and additional standards, if any, of City Fire Department.

3.2 Must have passed a criminal background check in accordance with

Section 22.083 of the Texas Education Code.

3.3 Initial selection and assignment of the paramedics will be by City's Fire Department.

#### **IV.**

##### **Employees of the City**

4.1 All paramedics furnished by City will be employees of City and will, at all times, be subject to the supervision and control of the City's Fire Chief or his designee and shall be responsible to the Fire Chief or his designee.

4.2 All paramedics and ambulance furnished by City have the protection of City as their primary responsibility. Therefore, at any time when staffing requirements demand more personnel for protection of City, all or a portion of the paramedics and/or the ambulance may be removed from games for a temporary period until those paramedics and/or ambulance are no longer required for the reasonable protection of City.

4.3 The supervisory personnel of the paramedics who are responsible for their direct supervision shall be available at all reasonable times to report to and confer with designated officials of IISD.

#### **V.**

##### **Services and Obligations of IISD**

IISD shall fulfill the following obligations in return for the City's performance of the foregoing services:

5.1 The City shall invoice IISD and IISD shall pay the City a maximum fee of \$120 per hour per paramedic for the emergency medical services rendered by the City, which shall be invoiced based on the actual overtime rates for the paramedics. Both governing bodies of the respective parties find this fair compensation for

services performed. Invoices shall be delivered to:

Irving ISD  
Athletic Department  
P.O. Box 152637  
Irving, TX 75015-2637

In accordance with the Texas Prompt Payment Act, IISD shall deliver payment to:

City Treasurer  
Civic Center Complex  
825 West Irving Blvd.  
Irving, Texas 75060

5.2 In the event that one or more paramedics are removed from service at a IISD school or function due to the provision set forth in section 4.2, IISD will not be required to compensate the City for the affected paramedics or ambulance.

## **VI.**

### **Term**

6.1 This Agreement is for a term beginning on August 1, 2024, and expires at the earlier to occur of either the end of IISD's regular football season or on December 31, 2024.

6.2 Either party may terminate the Agreement by giving 30 days' notice and the Agreement shall terminate on the date set out in the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term in which the notice of termination was given.

## **VII.**

### **Notices and Administration**

7.1 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until

either party is subsequently notified otherwise in writing:

If intended for City, to:

FIRE CHIEF  
City of Irving  
845 W. Irving Blvd.  
Irving, Texas 75060

If intended for IISD, to:

SUPERINTENDENT OF SCHOOLS  
Irving Independent School District  
P.O. Box 152637  
Irving, Tx 75015-2637

### **VIII.**

#### **Liability and Immunity Provisions**

8.1 This Agreement is expressly made subject to the City's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities, defenses or limitations from suit or from liability that the City or its employees have available by law, which are reserved to the fullest extent possible.

8.2 It is understood and agreed between parties that each party hereto shall be responsible for its own acts and that of its employees only to the extent they would otherwise be liable for said actions under law or contract.

8.3 Nothing herein shall be construed to expand or enlarge the legal liability of any party for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a party or against an officer or employee of a

party.

8.4 The parties hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function, that this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, and that the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

8.5 Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and IISD hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed, if any, under the Agreement;
- (b) the recovery of damages against City may not include consequential damages or exemplary damages; and
- (c) IISD is not entitled to specific performance or injunctive relief against the City.

## **IX.**

### **Miscellaneous Provisions**

9.1 VENUE: The obligations of the parties are performable in Irving, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas.

9.2 APPLICABLE LAW: This Agreement is made subject to the provisions of the Charter and Ordinances of the City, as amended, and all applicable State and Federal laws.

9.3 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

9.4 LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

9.6 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.7 ENTIRE AGREEMENT: This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

9.8 NO THIRD-PARTY BENEFICIARIES: This Agreement is made for the exclusive benefit of the parties hereto and nothing contained herein shall create or any rights, contractual or otherwise, in or to any third parties, persons or entities who are not signatories to this Agreement.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2024

CITY OF IRVING, TEXAS

IRVING INDEPENDENT  
SCHOOL DISTRICT

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

Chris Hillman, City Manager

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

Dr. Rosemary Robbins, President  
Board of Trustees

ATTEST:

\_\_\_\_\_

Shanae Jennings

City Secretary

ATTEST:

\_\_\_\_\_

Michael Kelley

Secretary Board of Trustees

APPROVED AS TO FORM:

\_\_\_\_\_

Kuruvilla Oommen

City Attorney

APPROVED AS TO FORM:

\_\_\_\_\_

Name

Chief Legal Counsel

**CITY MANAGER'S  
ACKNOWLEDGMENT**

**THE STATE OF TEXAS §**  
**COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Chris Hillman, City Manager of the City of Irving, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said City of Irving, Texas, a municipal corporation, that he was duly authorized to perform the same by appropriate resolution of the City Council of the City of Irving, and that he executed the same as the act of the said City for purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**TRUSTEE'S  
ACKNOWLEDGMENT**

**THE STATE OF TEXAS §  
COUNTY OF DALLAS §**

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dr. Rosemary Robbins, President, board of Trustees of the Irving Independent School District in Irving, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Irving Independent School District, that she was duly authorized to perform the same by appropriate resolution of the Board of Trustees of Irving Independent School District, and that she executed the same as the act of the said Irving Independent School District for purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this

\_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

IRVING INDEPENDENT SCHOOL DISTRICT  
 VARSITY FOOTBALL SCHEDULE  
 2024-2025

DATE	IRVING	MACARTHUR	NIMITZ
AUG 29, Thur	Carrollton Creekview JRES 7:00		Arlington Sam Houston T 7:00
AUG 30, Fri		FW Paschal JRES 7:00	
SEPT 6, Fri	South Garland HS JRES 7:00	Joshua T 7:00	FW Paschal T 7:00
SEPT 12, Thur		Arlington Sam Houston JRES 7:00	
SEPT 13, Fri	Crandall T 7:00		Grand Prairie (HC) JRES 7:00
		<b>BYE</b>	
SEPT 27, Fri	Jesuit T 7:00	Nimitz T 7:00	MacArthur JRES 7:00
OCT 3, Thur		Lake Highlands JRES 7:00	
OCT 4, Fri	Richardson (HC) JRES 7:00		Berkner T 7:00
OCT 10, Thur			Richardson JRES 7:00
OCT 11, Fri	J.J. Pearce T 7:00	Berkner JRES 7:00	
OCT 18, Fri	Nimitz JRES 7:00	Jesuit T 7:00	Irving T 7:00
OCT 24, Thur			Lake Highlands JRES 7:00
OCT 25, Fri	Berkner T 7:00	J.J. Pearce (HC) JRES 7:00	
NOV 1, Fri	MacArthur JRES 7:00	Irving T 7:00	J.J. Pearce HS T 7:00
NOV 7, Thur	Lake Highlands JRES 7:00		
NOV 8, Fri		Richardson T 7:00	Jesuit T 7:00

All Irving ISD home games are played at Joy & Ralph Ellis Stadium.  
 Richardson ISD home games are played at either Eagle/Mustang or Wildcat/Ram Stadiums.  
 Jesuit home games are played at Jesuit.

**JULY 2024 REPORT FROM DIVISION OF BUSINESS SERVICES**

**TAX OFFICE**

Total Tax Collections for June 2024 are (133,757.76)

	<b><u>JUNE 2024</u></b>	<b><u>YEAR TO DATE</u></b>
Current Year	\$ (239,993)	\$ 198,215,805
Delinquent	\$ (18,366)	\$ (2,749,197)
Penalty & Interest	\$ 124,396	\$ 1,521,223
Other	\$ 205	\$ 1,495
Total	<u>\$ (133,758)</u>	<u>\$ 196,989,326</u>

**BUSINESS SERVICES**

Payroll for June 2024 was paid as follows:

	<b><u>GROSS PAY</u></b>	<b><u>BENEFITS</u></b>	<b><u>TOTAL</u></b>
Local Maintenance	\$ 18,730,821	\$ 3,664,705	\$ 22,395,526
Special Revenue	\$ 2,216,045	\$ 416,320	\$ 2,632,365
Total	<u>\$ 20,946,866</u>	<u>\$ 4,081,025</u>	<u>\$ 25,027,891</u>

**INVESTMENT EARNINGS REPORT**

	<b><u>MAY 2024</u></b>	<b><u>YEAR TO DATE</u></b>
Local Maintenance	\$ 730,995	\$ 6,091,986
Federal Programs	\$ 139,941	\$ 1,234,344
Interest & Sinking	\$ 15,552	\$ 136,762
Capital Projects	\$ 1,669,793	\$ 14,728,368
Internal Service	\$ 10,537	\$ 92,939
Total All Funds	<u>\$ 2,566,818</u>	<u>\$ 22,284,399</u>



## MEMO

TO: Fernando Natividad, Chief Financial Officer

FROM: Cher Elzy, Director Tax Operations

SUBJECT: Monthly Tax Report

DATE: July 22, 2024

Attached for your consideration is the collection activity for the month of June 2024.

Our monthly collections for June reflect \$ (18,366) in delinquent collections and \$(239,993) in current collections and \$124,396 in penalty and interest. Adjustments made \$(5,206,490) in changes to delinquent tax years and \$4,036,673 in changes made to current year. Our current year (2023) reflects a beginning roll of \$197,855,687. Total ending receivable balance for all years is \$8,879,968 for the month of June 2024.

**IRVING INDEPENDENT SCHOOL DISTRICT  
JUNE 2024  
TAX COLLECTION REPORT**

**IISD:**

	M-T-D FY 2022-2023	M-T-D FY 2023-2024	Y-T-D FY 2022-2023	Y-T-D FY 2023-2024
Current Year	376,269.67	(239,993.42)	214,821,442.87	198,215,805.45
Delinquent	(42,311.56)	(18,366.10)	25,079.29	(2,749,197.43)
Penalty & Interest	124,876.73	124,396.42	1,687,243.81	1,521,222.60
Other	67.72	205.34	2,007.47	1,495.44
Sub-Total	458,902.56	(133,757.76)	216,535,773.44	196,989,326.06

Revenue year-to-date  
compared to prior fiscal year (19,546,447.38)

**OTHER COLLECTIONS:**

Research Fees	0.00	56.17
Attorney Fees	41,668.68	626,656.04
Court Costs	0.00	0.00
Rendition Penalty	67.29	13,860.14

**REFUNDS:**

	1,205.56	4,123.09
Total Collections	(90,816.23)	197,634,021.50

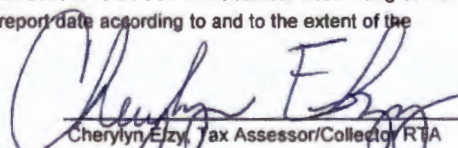
**ACTIVITY SUMMARY:**

	FY 2022-2023	FY 2023-2024
Collection Percentage Current Year Compared to Prior Year	98.29%	98.18%

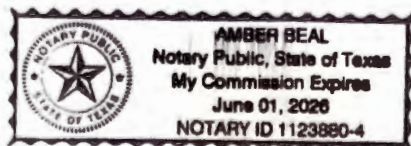
**RECEIVABLES YEAR-TO-DATE SUMMARY**


	Current Year	Prior Years	Total Tax Receivables
Beginning Balance	197,855,686.91	7,660,706.52	205,516,393.43
Adjustments	4,036,673.26	(5,206,490.49)	(1,169,817.23)
Levy Paid	198,215,805.45	(2,749,197.43)	195,466,608.02
<b>Ending Balance</b>	<b>3,676,554.72</b>	<b>5,203,413.46</b>	<b>8,879,968.18</b>

I hereby certify the above report of tax collections to be true and accurate accounting of the revenues collected for as of the above report date according to and to the extent of the records of my office.

  
 Cheryl Ezy, Tax Assessor/Collector RTA

Signed and sworn before me this 1<sup>st</sup> day of July, 2024



  
 Amber Beal  
 Notary Public, State of Texas

**2023-2024 INVESTMENT INTEREST EARNINGS**

**FUNDS**

	SEP 2023	OCT 2023	NOV 2023	QUARTERLY TOTAL
LOCAL MAINTENANCE	\$462,493	\$467,416	\$397,523	\$1,327,432
FEDERAL PROGRAMS	133,163	139,084	135,985	408,232
INTEREST & SINKING	14,738	15,373	15,028	45,139
CAPITAL PROJECTS	1,588,924	1,659,568	1,622,593	4,871,085
INTERNAL SERVICE	10,026	10,472	10,239	30,737
<b>TOTAL ALL FUNDS</b>	<b>\$2,209,346</b>	<b>\$2,291,912</b>	<b>\$2,181,367</b>	<b>\$6,682,626</b>

% CHANGE FROM PRIOR MONTH/QUARTER                    1302.25%                    3.74%                    -4.82%                    1398.12%

	DEC 2023	JAN 2024	FEB 2024	QUARTERLY TOTAL
GENERAL OPERATING	\$544,048	\$808,954	\$997,009	\$2,350,012
FEDERAL PROGRAMS	140,894	140,283	130,506	411,683
INTEREST & SINKING	15,580	15,529	14,475	45,584
CAPITAL PROJECTS	1,681,169	1,673,878	1,557,215	4,912,263
INTERNAL SERVICE	10,609	10,562	9,826	30,997
<b>TOTAL ALL FUNDS</b>	<b>\$2,392,300</b>	<b>\$2,649,207</b>	<b>\$2,709,032</b>	<b>\$7,750,539</b>

% CHANGE FROM PRIOR MONTH/QUARTER                    9.67%                    10.74%                    2.26%                    15.98%

	MAR 2024	APR 2024	MAY 2024	QUARTERLY TOTAL
GENERAL OPERATING	\$897,345	\$786,202	\$730,995	\$2,414,543
FEDERAL PROGRAMS	139,641	134,847	139,941	414,429
INTEREST & SINKING	15,498	14,988	15,552	46,039
CAPITAL PROJECTS	1,666,213	1,609,015	1,669,793	4,945,021
INTERNAL SERVICE	10,514	10,153	10,537	31,204
<b>TOTAL ALL FUNDS</b>	<b>\$2,729,212</b>	<b>\$2,555,205</b>	<b>\$2,566,818</b>	<b>\$7,851,235</b>

% CHANGE FROM PRIOR MONTH/QUARTER                    0.74%                    -6.38%                    0.45%

	JUN 2024	JUL 2024	AUG 2024	QUARTERLY TOTAL
GENERAL OPERATING				\$0
FEDERAL PROGRAMS				0
INTEREST & SINKING				0
CAPITAL PROJECTS				0
INTERNAL SERVICE				0
<b>TOTAL ALL FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

% CHANGE FROM PRIOR MONTH/QUARTER                    -100.00%                    #DIV/0!                    #DIV/0!

ALL FUNDS	YEAR TO DATE TOTAL
GENERAL OPERATING	\$6,091,986
FEDERAL PROGRAMS	1,234,344
INTEREST & SINKING	136,762
CAPITAL PROJECTS	14,728,368
INTERNAL SERVICE	92,939
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$22,284,400</b>

	2022-2023			2021-2022		
	SEP 2022-MAY 2023	AMOUNT CHANGE	PERCENTAGE CHANGE	SEP 2021-MAY 2022	AMOUNT CHANGE	PERCENTAGE CHANGE
<b>ALL FUNDS</b>						
GENERAL OPERATING	\$4,270,435	\$1,821,551	42.65%	\$307,685	\$5,784,301	1879.94%
FEDERAL PROGRAMS	909,635	324,709	35.70%	37,156	\$1,197,189	3222.10%
INTEREST & SINKING	288,266	(151,504)	-52.56%	5,557	\$131,205	2361.18%
CAPITAL PROJECTS	-	-	-	-	-	-
INTERNAL SERVICE	68,490	24,449	35.70%	3,508	\$89,431	2549.35%
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$5,536,827</b>	<b>\$2,019,205</b>	<b>36.47%</b>	<b>\$353,905</b>	<b>\$7,202,126</b>	<b>2035.04%</b>

TOTAL PORTFOLIO AS OF MAY	INCREASE/ (DECREASE) FROM PRIOR YEAR	CD AVERAGE INTEREST YIELD	LGIP AVERAGE INTEREST YIELD	AGENCY AVERAGE INTEREST YIELD	TOTAL AVERAGE INTEREST YIELD
2024	556,462,598	352,632,414	---	---	---
2023	203,830,184	27,166,890	---	---	---
2022	176,663,294	(7,428,400)	---	---	---
2021	184,091,694	10,210,257	---	---	---
2020	173,881,437	(6,933,243)	---	---	---
2019	180,814,480	4,807,607	---	---	---
2018	176,007,075	18,769,956	---	---	---
2017	157,237,117	(8,355,205)	---	---	---
2016	165,592,322	(358,857)	---	---	---
2015	165,951,179	165,951,179	---	---	---