

**Agenda of Regular Meeting of the
Board of Trustees**

Monday, March 28, 2022

6:30 PM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. CALL TO ORDER - Chris Pinyan, Board President

Description: I call this meeting of the Rio Vista Independent School District to order. Let the record show that a quorum of the Board members are present and this meeting has been duly called and the notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

2. PRAYER

3. ROLL CALL

4. PUBLIC PARTICIPATION

Description: Persons in attendance at the meeting may request a card to be completed and submitted to the recording secretary no later than five minutes prior to the meeting. This provides the individual the opportunity to address the Board on any subject on the posted agenda except personnel. Public participation is limited to this portion of the meeting and the audience may not enter into discussion to debate matters being considered by the Board at any other time during the meeting. The Board will allot up to thirty minutes for this portion of the agenda with no presentation to exceed three minutes. Delegations of more than five people shall appoint one person to present their views to the board may speak for five minutes. Specific factual information or recitation of existing policy may be furnished in response to inquire, but the Board may not deliberate, discuss, or make any decision on any subject on the agenda.

5. READING AND APPROVAL OF THE MINUTES 3

5.1. Additions

5.2. Corrections

6. Monthly Reports

6.1. Regular Report of the Superintendent-Paul Ryan

6.1.1. Discuss the needed roofing repairs at the elementary.

6.1.2. Discuss the proposal of the Academic proposed calendar for the 2022-2023 school year.

6.1.3. Discuss the MOU on Goodside Health

6.1.4. Discuss the Financial Advisory Agreement with Live Oak Public Finance 9

6.1.5. Discuss Bond Plans for Elementary

6.2. Regular Report of the Assistant Superintendent - Jeanne Cobb

6.2.1. Enrollment Report and Attendance Report 15

6.3. Regular Report of the Chief Financial Officer - Tammy Witten

6.3.1. Financial Reports 16

6.3.2. Tax Office Report 28

6.4. Campus Updates- Cassie Lloyd, Michael Zook, Michelle Drake, Charles Mims

6.5. Athletic Update - Kasey Black

7. ACTION

7.1. Consider and take action to change the early voting times for the General Election to coincide with the City of Rio Vista. 29

- 7.2. Consider and take action to approve the proposed calendar for the 2022-2023 school year.
- 7.3. Consider and take action to approve the Participation in TASB Risk Management Fund Coverage Programs which will be effective May 1, 2022. 31
- 7.4. Consider and take action to approve the recommended proposal for the elementary roof section. 37
- 7.5. Consider and take action to approve contracts for Administrators and Directors
- 7.6. Consider and take action to approve additional positions for the 2022-23 school year: two elementary teachers, Instructional Coach Lead, and Curriculum Director.
- 7.7. Consider and take action to give the Superintendent authority to hire staff for positions through May 31, 2022.

8. EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:

Description:

TEXAS GOVERNMENT CODE SECTION:

- 39.030 Educ. Code: Assessment Instruments
- 418.183 Homeland Security
- 551.071 Private consultation with the Board’s attorney
- 551.072 Discussion purchase, exchange, leases, or value of real property.
- 551.073 Discussing negotiated contracts for prospective gifts or donations
- 551.074 Discussing personnel or to hear complaints against personnel
- 551.0785 Medical or Psychiatric Records
- 551.076 Considering the deployment, specific occasions for, or implementation of, security personnel or devices.
- 551.082 Considering discipline of a public school child, or complaint or charge against personnel.
- 551.0821 Personally Identifiable Student Information
- 551.083 Consider the standards, guidelines, terms, or conditions the Board will follow, or will instruct its representatives of employee groups.
- 551.084 Excluding witness from a hearing.
- 551.087 Economic Development Negotiations

9. ADJOURNMENT

The Board of Trustees may convene in executive session any time between the meeting’s Public Participation and Adjournment in accordance with provision allowed under Chapter 551 of the Government Sub Chapter D.

Final action decision or vote, if any with regard to any matter considered in executive (closed) session shall be made in public (open) session immediately following the executive (closed) session or at a subsequent public (open) meeting duly announced as the Board of Education shall determine.

For the Board of Trustees
Paul Ryan, Superintendent

Regular Meeting

Monday, February 28, 2022 6:30 PM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

Ronnie Allen: Present
Terry Broumley: Present
Ronnie Crecelius: Present
Matt Gilbert: Present
Brad Greenslade: Present
RJ Hodges: Present
Chris Pinyan: Present

1. CALL TO ORDER - Chris Pinyan, Board President

Discussion: Began at 6:53 p.m

2. PRAYER

3. ROLL CALL

4. PUBLIC PARTICIPATION

Discussion: No public participants

5. READING AND APPROVAL OF THE MINUTES

Action(s):

I make a motion to approve the previous board meeting minutes on Jan 27, 2022 & February 10, 2022. This motion, made by RJ Hodges and seconded by Ronnie Crecelius, Passed.

Voting Detail:

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

5.1. Additions

5.2. Corrections

6. Regular Report of the Superintendent- Paul Ryan

6.1. Regular Report of the Assistant Superintendent - Jeanne Cobb

6.1.1. Enrollment Report and Attendance Report

6.2. Regular Report of the Chief Financial Officer - Tammy Witten

6.2.1. Monthly Financial Report

6.2.2. Monthly Tax Report

7. **DISCUSSION**

7.1. Discuss the Tabled item related to Officer Potts

7.2. Discuss putting Mr. Paul Ryan into the Guardian Program for RVISD based on completion of requirements while at TWISD, including training that was completed by Erath County Sheriff's department.

7.3. Discuss District Contracts for Tammy Witten and Jeanne Cobb.

7.4. Discuss and consider increasing salary for the following:

1. Bus drivers pay from \$25 per trip to \$35 per trip.

2. Adjustment of custodial staff salary

7.5. Discuss the adoption of the Early Childhood Literacy, Mathematics Proficiency, & College Career and Military Readiness Goals.

7.6. Discuss Resolution of the Board Regarding Inclement Weather Days for all Regular, Fulltime Employees for the week ending on February 25th, 2022.

8. **ACTION**

8.1. Consider and take action to approve Chief Potts to work at events for outside entities at the superintendents' discretion.

Action(s):

I make a motion to approve Chief Potts to work at events for outside entities at the superintendents' discretion. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Passed.

Voting Detail:

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

8.2. Consider and take action to approve Mr. Paul Ryan into the Guardian Program for RVISD based on completion of requirements while at TWISD including training that was completed by Erath County Sheriff's department.

Action(s):

I make a motion to approve Mr. Paul Ryan into the Guardian Program for RVISD based on completion of requirements while at TWISD including training that was completed by Erath County Sheriff's

department. This motion, made by Matt Gilbert and seconded by Ronnie Allen, Passed.

Voting Detail:

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

- 8.3. Consider and take action to accept the RVISD employee contracts for Tammy Witten and C. Jeanne Cobb.

Action(s):

I make a motion to accept the RVISD employee contracts for Tammy Witten and C. Jeanne Cobb. This motion, made by RJ Hodges and seconded by Brad Greenslade, Passed.

Voting Detail:

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

- 8.4. Consider and take action and approve the increase of salary for bus drivers from \$25 per trip to \$35 per trip.

Action(s):

I make a motion to approve increasing the salary for bus drivers from \$25 per trip to \$35 per trip. This motion, made by Ronnie Crecelius and seconded by Matt Gilbert, Passed.

Voting Detail:

Ronnie Allen: Yea

Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

8.5. Consider and take action to approve adjustment of pay for all custodial staff.

Action(s) :

I make a motion to accept the adjustment of pay for all custodial staff. This motion, made by Matt Gilbert and seconded by Ronnie Crecelius, Passed.

Voting Detail:

Ronnie Allen: Yea
Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

8.6. Consider and take action to approve and adopt Early Childhood Literacy, Mathematics Proficiency, & College Career and Military Readiness Goals.

Action(s) :

I make a motion to approve and adopt Early Childhood Literacy, Mathematics Proficiency, & College Career and Military Readiness Goals. This motion, made by Ronnie Allen and seconded by Terry Broumley, Passed.

Voting Detail:

Ronnie Allen: Yea
Terry Broumley: Yea

Ronnie Crecelius: Yea

Matt Gilbert: Yea

Brad Greenslade: Yea

RJ Hodges: Yea

Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

8.7. Consider and Take Action Resolution of the Board Regarding Inclement Weather Day for all Regular, Fulltime Employees for the week ending on February 25th, 2022.

Action(s) :

I make a motion to approve the resolution regarding Inclement Weather Day for all Regular, Fulltime Employees for the week ending on February 25th, 2022. This motion, made by RJ Hodges and seconded by Ronnie Crecelius, Passed.

Voting Detail:

Ronnie Allen: Yea
Terry Broumley: Yea

Ronnie
Creceilius: Yea
Matt Gilbert: Yea
Brad Greenslade: Yea

RJ Hodges: Yea
Chris Pinyan: Yea

Voting Summary: Yea: 7, Nay: 0

9. **EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:**

Discussion: Executive session at 8:45 p.m. back in 9:49

10. **ADJOURNMENT**

Discussion: Motion Brad Greenslade. Second, Ronnie Creceilius.

Board Secretary

Public Hearing

Monday, February 28, 2022 6:00 PM

Rio Vista Administration Building, 100 Capps St., Rio Vista, TX 76093

1. **CALL TO ORDER - Chris Pinyan, Board President**

Discussion: Meeting began at 6:07 p.m

2. **PRAYER**

3. **ROLL CALL**

Discussion: All are present.

4. **PUBLIC PARTICIPATION**

Discussion: There are no public participants.

5. **DISCUSSION**

5.1. TAPR Report - Ashely Jones & Jeanne Cobb

Discussion: Dr Mims is presenting TAPR Report

5.2. Discuss the Early Childhood Literacy, Mathematics Proficiency, & College Career and Military Readiness Goals.

6. **ACTION**

7. **EXECUTIVE SESSION - The Board will now adjourn into executive session pursuant to the following sections of the Texas Open Meetings Act:**

8. **ADJOURNMENT**

Discussion: 6:53 p.m. of adjourn. Rj motion Brad Greenslade second. All in favor.

Board Secretary

GOVERNMENTAL FINANCIAL ADVISORY AGREEMENT

This Governmental Financial Advisory Agreement (“Agreement”) is made and entered into by and between the Rio Vista Independent School District, a Texas public school district with its main administrative office located at 100 Capps St., Rio Vista, Texas 76093 (“Rio Vista ISD” or “District”), and Live Oak Public Finance, LLC, a Texas limited liability company located at 1515 South Capital of Texas Highway, Suite 206, Austin, Texas 78746 (“Advisor”), and is entered into this ___ day of _____, 2022.

WITNESSETH

WHEREAS, District requires the service of a governmental financial advisor to provide advice to the school district with respect to the issuance of bonds, notes or with other financing methods (“Obligations”) and other matters related to fiscal management.

WHEREAS, Advisor provides governmental financial advisory services and is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to advise school districts in connection with the issuance of Obligations and other matters related to fiscal management.

WHEREAS, it is beneficial for District to have access to and engage the professional services of a Financial Advisor for the issuance of Obligations and other matters related to fiscal management including advice with respect to the structure, timing, terms and other similar matters concerning such Obligations and other matters.

WHEREAS, the parties desire to set forth the terms and conditions under which Advisor provides financial advisory services to District.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

A. ADVISORY SERVICES:

The services to be provided under this Agreement are set forth below.

1. Survey of financial resources of District to determine the extent of capacity to authorize, issue and service debt, including the review of existing debt as compared with projected sources of revenue for debt service and a study of the trend of assessed valuation and future taxing requirements of the district.
2. Attend meetings of the District school board, administration, representatives, committees and community meetings when the subject of financing is discussed, and to provide an explanation of the bond process.
3. Provide advice to, or on behalf of, the district with respect to the issuance of Obligations or other available types of financings, including advice with respect to the structure, timing, terms and other similar matters related to the development, implementation and issuance of the debt management plan.
4. Advise District of current bond market conditions, forthcoming bond issues, and other general information and economic data which would reasonably be expected to influence

interest rates or bidding conditions so that the date for the sale of any Obligations in the open market can be set at a time which is favorable to District.

5. At the request of District, assist District in obtaining and evaluating competitive bids for services rendered from such other parties associated with the issuance, sale, and delivery of Obligations.
6. Coordinate efforts with other parties in bond transactions such as bond counsel, underwriter, rating agencies, paying agent/trustee, and state education agency.
7. Review financial aspects of election order, notices, resolutions, and certificates.
8. Consult with District on the matter of bond ratings and, when instructed, direct the preparation for such information that is reasonably required for submission to the bond rating agencies.
9. At the request of District, prepare a preliminary and/or final official statement utilizing information provided by District and other parties. Advisor will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the preliminary and/or final official statement (other than information related to Advisor provided by Advisor for inclusion in such documents), and its assistance in preparing the preliminary and/or final official statement should not be construed as a representation that it has independently verified such information.

Due to the nature of our responsibilities under federal law, the services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by Advisor.

Unless otherwise provided above, Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Advisor provided by Advisor for inclusion in such documents.

B. FEE SCHEDULE:

The fees for the services listed above are contingent upon the passage and sale of Obligations. Other than with respect to official statement preparation and printing which will be billed separately, those fees will be calculated for each individual series of Obligations at the greater of the par amount or proceeds amount of the Obligations as follows:

Project Amount	Fee
< \$1,000,000	\$15,000
\$1,000,000 - \$5,000,000	\$15,000 + \$7.50 per \$1,000 over \$1,000,000
\$5,000,000 - \$10,000,000	\$45,000 + \$5.00 per \$1,000 over \$5,000,000
\$10,000,000-\$15,000,000	\$70,000 + \$3.50 per \$1,000 over \$10,000,000
\$15,000,000+	\$87,500 + \$1.00 per \$1,000 over \$15,000,000

In addition, costs of issuance and Advisor's out-of-pocket expenses (including but not limited to: bond counsel, underwriters and underwriters counsel, credit enhancement, CPA fees for refunding, travel, printing, shipping, paying agent/registrar/trustee, Official Statement preparation and printing) will be paid or reimbursed by the District out of the proceeds of the Obligations or other available funds of the District in the event that the Obligations are not issued.

Fees included in the Fee Schedule are contingent upon the issuance and funding of the Obligations. The payment of reimbursable expenses that Advisor has assumed on behalf of District shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Advisor.

Preparation of the Preliminary Official Statement and Official Statement will be billed separately at a flat rate to be agreed upon by Advisor and District.

Services and fees for annual Continuing Disclosure filings under Securities Exchange Commission Rule 15c2-12 may be provided under a separate agreement between Advisor and District.

C. TERM AND SCOPE OF AGREEMENT:

This agreement shall remain in effect until terminated by either party with or without cause with 30 days' written notice.

D. MISCELLANEOUS:

1. This Agreement has been approved by the district's governing board at a lawfully called public meeting, and the parties signing below are duly authorized to execute this agreement.
2. This Agreement is solely for the benefit of District and may not be assigned without the prior written consent of the District.
3. Any claim or dispute arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to the institution of a legal or equitable proceeding by either party.
4. All previous financial advisory services agreements are terminated.

E. MANDATORY DISCLOSURES:

Advisor agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are set forth below. Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

1. **Disclosures of Conflict of Interest.** Advisor makes the following disclosures with respect to material conflicts of interest in connection with its Agreement with the District, together with explanations of how Advisor addresses or intends to manage or mitigate each conflict.

To that end, with respect to all of the conflicts disclosed below, Advisor mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates Advisor to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- a) **Compensation-Based Conflicts.** The financial advisory fees due under Advisor's agreement with the District are contingent upon the completion of the financing for which Advisor is providing municipal advisory services and may be based on metrics such as the size of the financing. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Advisor to advise the District to complete a financing or to increase the size of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above.
- b) **Related Disclosure Relevant to the District.** Advisor may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under Advisor's agreement with the District. Similarly, Advisor may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Advisor under its Agreement.
- c) **Other Municipal Advisor Relationships.** Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests.
- d) **Regulatory Counsel:** Advisor's general regulatory counsel, Norton Rose Fulbright US LLP, may act as bond or disclosure counsel with respect to the District's financings. Regulatory counsel does not provide advice to Advisor with respect to specific transactions including with respect to Advisor's satisfaction of its fiduciary duty with respect to specific transactions.

- 2. **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G- 10 requires that municipal advisors provide to its clients

certain disclosures of education and protection information. Accordingly, Advisor sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** Advisor is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
- c) **Material Legal or Disciplinary Events.** Advisor has no legal or disciplinary events to disclose and therefore there are no legal or disciplinary events that are material to the District's evaluation of Advisor or the integrity of Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, Advisor regularly updates its Forms MA and MA-I with information pertinent to the firm.
- e) **How to Access Form MA and Form MA-I Filings.** Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Live Oak Public Finance" at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>

F. HOUSE BILL 89 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Further, Live Oak Public Finance affirms that our company is not on any listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

ACCEPTED:

Rio Vista Independent School District
Signature:
Printed Name:
Title:

Live Oak Public Finance, LLC
Signature: 
Printed Name: Christian Merritt
Title: Executive Managing Director

DAILY TOTALS as of 3/22/2022			
Grade	Current Enrollment	Transfers by Grade	21-22 ADA SAT 2300 Rept
PRE-K	33	3	97.52%
KG	67	12	98.06%
1st	71	13	96.88%
2nd	66	10	95.85%
3rd	77	19	96.45%
4th	52	9	95.92%
RVE TOT	366	66	96.78%
5th	71	12	97.47%
6th	57	10	97.57%
7th	61	9	95.94%
8th	55	7	94.40%
RVMS TOT	244	38	96.35%
9th	68	18	95.76%
10th	39	7	96.22%
11th	64	12	96.06%
12th	45	8	96.22%
RVHS TOT	216	46	96.07%
RVISD	826	150	96.47%
<i>Began 20/21 with 777 students - Ended with 756</i>			
<i>Began 21/22 with 821 students - Up 2 Students</i>			

	Campus/building	Payables	September	October	November	December	January	February	March	April	May	June	Total
Atmos Energy	Ag Barn-1429		\$56.73	\$56.73	\$56.73	\$224.92	\$344.70	\$539.12					\$1,278.93
	Fieldhouse -1161		\$109.38	\$169.92	\$162.28	\$219.99	\$321.31	\$476.25					\$1,459.13
	Elementary-0448		\$97.60	\$78.24	\$206.67	\$470.53	\$1,109.70	\$1,757.08					\$3,719.82
	High School-7930		\$118.03	\$289.65	\$478.92	\$939.84	\$2,320.64	\$3,924.74					\$8,071.82
	Admin-0706		\$334.91			\$252.35	\$769.90	\$1,458.66					\$2,815.82
	Middle School-Acct 8063		\$111.74	\$332.70	\$243.45	\$500.15	\$1,205.01	\$1,881.97					\$4,275.02
	Total	\$0.00	\$828.39	\$927.24	\$1,148.05	\$2,607.78	\$6,071.26	\$10,037.82	\$0.00	\$0.00	\$0.00	\$0.00	\$21,620.54
Frontier Garbage	All		\$1,933.52	\$1,926.02	\$2,036.88	\$2,036.88	\$2,036.88	\$2,036.88					\$12,007.06
Carson's Pest Control	Admin	\$70.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00					\$280.00
	Early Learning Center	\$96.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00					\$384.00
	Elementary	\$136.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00					\$544.00
	Middle School	\$264.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00	\$132.00					\$1,056.00
	High School	\$256.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00	\$128.00					\$1,024.00
	Maintenance	\$90.94	\$45.47	\$45.47	\$45.47	\$45.47	\$45.47	\$45.47					\$363.76
	Concession stands/dugout	\$87.08	\$43.54	\$43.54	\$43.54	\$43.54	\$43.54	\$43.54					\$348.32
	Tennis Court	\$37.00	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50	\$18.50					\$148.00
	Field House	\$92.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00	\$46.00					\$368.00
	Ag Shop	\$88.40	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20	\$44.20					\$353.60
	Additional Services		\$0.00	\$1,507.30	\$592.30	\$592.30	\$592.30	\$592.30					\$5,022.96
	Total	\$1,217.42	\$608.71	\$2,116.01	\$1,201.01	\$1,201.01	\$1,201.01	\$2,347.47	\$0.00	\$0.00	\$0.00	\$0.00	\$9,892.64
Johnson Co Shared Services	District		\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00	\$53,747.00					\$322,482.00
Nextlink-Phones	All	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$1,051.00	\$5,019.20	\$1,051.00	\$1,051.00	\$3,968.20	\$18,446.40
Pitney Bowes	lease-machine				\$754.35		\$754.35						\$1,508.70
Postage	District		\$200.00	\$500.00	\$57.18	\$559.24							\$1,316.42
Prairie Lands Ground Water	District		\$122.05	\$98.56	\$122.05		\$98.34						\$441.00
Rio Vista Water	Sewage-district-Acct 126		\$2,266.10	\$2,240.84	\$2,222.84	\$2,156.76	\$2,141.00	\$2,051.00					\$13,078.54
	409 N Hughes-Acct 129		\$41.00	\$80.99	\$80.99	\$80.99	\$80.99	\$80.99					\$445.95
	305 S Cleb Whit-acct 65		\$41.00	\$80.99	\$80.99	\$80.99	\$86.19	\$80.99					\$464.47
	501 S Cleb Whit-Act 85		\$71.24	\$92.19	\$80.99	\$80.99	\$80.99	\$80.99					\$487.39
	501 S Cleb Whit-Acct 86		\$41.00	\$81.15	\$80.99	\$192.19	\$132.99	\$204.99					\$733.31
	100 Capps St-Acct 927		\$41.00	\$80.99	\$80.99	\$80.99	\$80.99	\$83.39					\$448.35
	100 Capps St-Acct 926		\$41.00	\$84.19	\$84.19	\$80.99	\$80.99	\$80.99					\$452.35
	200 W Capps-Acct 134		\$41.00	\$206.19	\$283.39	\$160.99	\$125.79	\$176.99					\$994.35
	200 W Capps-Acct 135		\$42.80	\$176.19	\$200.99	\$80.99	\$80.99	\$80.99					\$662.95
		Total	\$0.00	\$2,626.14	\$3,123.72	\$3,196.36	\$3,009.20	\$2,890.92	\$2,921.32	\$0.00	\$0.00	\$0.00	\$0.00
Reliant Energy	1 Hughes--?	\$22.45	\$23.88	\$23.92	\$23.88	\$23.79	\$23.81	\$23.51					\$165.24
	100 E Capps-Ag West Barn	\$8.47	\$20.93	\$24.04	\$9.45	\$9.77	\$8.37	\$25.37					\$106.40
Switching to TXU	100 E Capps-Ag South East	\$8.47	\$32.52	\$24.60	\$35.37	\$58.02	\$105.21	\$134.76					\$398.95
New contract-February	100 E Capps Admin	\$1,966.65	\$2,334.76	\$1,907.27	\$1,379.26	1110.29	\$1,139.02	\$1,186.67					\$11,023.92
	100 E Capps-Admin/5th & 6th building	\$513.06	\$780.95	\$695.78	\$510.77	\$634.49	\$925.46	\$1,606.64					\$5,667.15
	200 W Capps---Tennis Court	\$11.64	\$12.18	\$12.93	\$12.84	\$11.62	\$8.37	\$70.37					\$139.95
	W Capps St-Softball Field	\$24.60	\$25.58	\$26.23	\$24.60	\$24.60	\$24.60	\$830.10					\$980.31
	200 W Capps-High School	\$6,550.24	\$7,893.37	\$6,248.87	\$5,163.63	\$4,320.19	\$3,853.69	\$4,185.85					\$38,215.84
	Capps St Sign--flashing light	\$38.85	\$37.26	\$34.60	\$39.07	\$30.72	\$30.10	\$36.70					\$247.30
	Storage Building 200 Capps	\$24.88	\$24.60	\$27.43	\$41.70	\$42.66	\$60.00	\$28.02					\$249.29
	1 S Hughes-Maintenance Double wide	\$32.58	\$33.45	\$33.95	\$44.50	\$31.36	\$17.02	\$16.75					\$209.61
	1 Hughes-Football Field	\$2,237.27	\$2,560.46	\$2,599.89	\$2,585.25	\$607.97	\$591.98	\$1,211.50					\$12,394.32
	407 S Hughes-Maintenance Building	\$234.66	\$249.37	\$242.45	\$198.62	\$244.22	\$318.13	\$435.60					\$1,923.05
	309 S Cleb Whit--Middle School	\$3,627.18	\$4,976.25	\$4,109.67	\$3,189.03	\$2,609.04	\$2,385.54	\$2,535.98					\$23,432.69

	501 S Cleb. Whit-Elementary	\$3,378.39	\$4,246.93	\$3,664.66	\$2,644.31	\$2,149.49	\$2,054.02	\$2,108.91					\$20,246.71
	305 A S Cleb Whit Rd Sign-MS Marquee	\$61.92	\$64.13	\$79.88	\$87.11	\$81.60	\$84.61	\$83.28					\$542.53
	200 Co Rd 1105 U Well	\$591.65	\$592.34	\$625.42	\$594.49	\$620.83	\$606.15	\$644.11					\$4,274.99
	100 Eagle Dr - Bus Barn #2	\$627.54	\$777.49	\$160.48	\$167.27	\$153.88	\$155.11	\$155.96					\$2,197.73
	Pig Barn FFA	\$102.97	\$94.10	\$108.75	\$150.87	\$189.82	\$183.05	\$88.46					\$918.02
	Parking /lot Lights HS	\$72.74	\$110.67	\$120.23	\$136.96	\$128.93	\$134.58	\$132.35					\$836.46
	100 Eagle Dr---CTE Building	\$123.61	\$154.85	\$690.86	\$601.23	\$513.90	\$508.30	\$526.78					\$3,119.53
	Total	\$20,259.82	\$25,046.07	\$21,461.91	\$17,640.21	\$13,597.19	\$13,217.12	\$16,067.67	\$0.00	\$0.00	\$0.00	\$0.00	\$127,289.99
Canon-Financial	District		\$2,107.88	\$2,107.88	\$5,881.21	\$5,881.21	\$2,107.88	\$2,107.88	\$3,614.94				\$23,808.88
Large Expenses													
Vendor	Campus/Department	August	September	October	November	December	January	February	March	April	May	June	Total
1st Class Graphics	Middle school			\$2,450.00									\$2,450.00
3P Learning Inc.	Elementary				\$2,768.00								\$2,768.00
806 Technologies Inc	Admin			\$1,650.00									\$1,650.00
AAA Jackets, LLC	HS	\$1,305.00					\$675.00	\$630.00					\$2,610.00
Accelerate Learning Inc	Elementary			\$7,717.25									\$7,717.25
Addis, Brandon	Athletics			\$105.00									\$105.00
Agency 405	Admin		\$6.00	\$7.00	\$5.00		\$3.00						\$21.00
Ainsworth-Keehn, Kay Marie	Athletics		\$1,035.00										\$1,035.00
Airmasters Heating & A/C Inc	Maintenance						\$107.16						\$107.16
Alert Services	Athletics		\$511.75	\$2,775.75									\$3,287.50
Almuete, Steve	Athletics				\$105.00		\$85.00						\$190.00
Alvarado High School	Athletics		\$350.00										\$350.00
Amazon	District	\$72.01	\$528.67	\$3,205.90	\$5,611.81	\$916.16	\$4,625.96	\$2,196.88					\$17,157.39
American School Counselor Assoc	counselor			\$258.00									\$258.00
American Pro Coating													\$0.00
AMI/Crane	Maintenance		\$700.00			\$500.00							\$1,200.00
Andrea's Trophy Shoppe	Athletics			\$538.00			\$495.00	\$2,655.20					\$3,688.20
Andersons	High School							\$111.77					\$111.77
Anderson, Sterling	Athletics		\$105.00										\$105.00
Apple, Inc	Technology				\$875.00		\$14,700.00						\$15,575.00
Area VIII Association	District			\$191.25									\$191.25
Argyle High School								\$450.00					\$450.00
Armstrong Forensic Laboratory	Admin				\$250.00								\$250.00
Athens Screen Printing		\$429.30											\$429.30
AT&T	Potts		\$49.46	\$49.40	\$49.40	\$49.40							\$197.66
ATSSB Region 5	Band				\$325.00								\$325.00
AU Concepts& Designs	technology			\$287.50				\$133.00					\$420.50
B & B Muffler	transportation				\$376.50		\$465.50						\$842.00
Babcock, Scott													\$0.00
(The) Bach Company							\$2,823.00						\$2,823.00
Balfour - Ft Worth	High School	\$524.65			\$817.49			\$524.65					\$1,866.79
Bangs ISD	High School				\$250.00								\$250.00
Barn at Watson Ranch Inc	HS				\$500.00								\$500.00
Barron, Paul	Athletics			\$150.00									\$150.00
Battery Exchange	Maintenance						\$512.75	\$403.80					\$916.55
Bell, Bryan	Athletics			\$150.00									\$150.00
Bench Daddy LLC							\$695.00						\$695.00
Bennett's Printing	District			\$190.00				\$16.50					\$206.50
Black, John	High School							\$62.00					\$62.00
Black, Nikki	Athletics				\$69.16								\$69.16
Blenden, Cameron	Athletics				\$180.00		\$160.00						\$340.00
Blenden, Jacob	Athletics						\$160.00						\$160.00
Boney Joes	Athletics				\$980.50								\$980.50

Thirsty Coconut	Child Nutrition		\$475.00	\$855.00									\$1,330.00
Tier One Technology LLC	Technology			\$2,043.00	\$4,009.00			\$16,315.80					\$22,367.80
Tiggs, Mack	Athletics			\$150.00									\$150.00
TIPS/MOS	Admin			\$130.58									\$130.58
Tolar Band Boosters	band			\$300.00									\$300.00
Top of Texas Photography	Athletics					\$2,083.80							\$2,083.80
Tote Unlimited	Band			\$738.85									\$738.85
Trail of Breadcrumbs, LLC	Middle School			\$1,200.00									\$1,200.00
Trane U.S Inc	maintenance					\$3,319.02							\$3,319.02
Triple S Sports								\$5,637.00					\$5,637.00
TRSI LLC/Target Restoration Serv.	maintenance					\$6,007.94							\$6,007.94
Tse, Key M	Athletics			\$140.00									\$140.00
Tyra, Derek													
United Ag & Turf	maintenance							\$147.44					\$147.44
University Interscholastic league	Athletics					\$2,600.00							\$2,600.00
University of Texas at Austin UIL	UIL					\$113.04							\$113.04
UCA Summer Camps	Cheer	\$4,551.89											\$4,551.89
UMB Bank, N.A	District							\$450.00					\$450.00
US Bank	District		\$400.00										\$400.00
UTA Athletics	Athletics			\$25.00									\$25.00
Vannatta, Tommy	Athletics							\$180.00					\$180.00
Varsity Spirit Corp.	High School			\$350.00									\$350.00
Vasek, Jon	Athletics					\$120.00							\$120.00
Vaughan, Brooke	MS Cheer			\$160.00									\$160.00
Vaughn, Brandon	District		\$165.00			\$590.00							\$755.00
Valley Mills ISD	Athletics					\$352.40	\$88.10						\$440.50
Venus High School	Athletics					\$300.00							\$300.00
Waco Basketball Chapter	Athletics					\$2,100.00							\$2,100.00
Wachsmann, John	Athletics					\$110.00							\$110.00
Walker, Jane													\$0.00
Walker Quality Food Service	cafeteria			\$2,235.28	\$2,233.82								\$4,469.10
Walker, Jane	High School							\$62.00					\$62.00
Walker, Travis William Jr	Athletics					\$180.00							\$180.00
Wal-mart	District	\$640.84	\$372.89	\$769.83	\$1,951.49								\$3,735.05
Waples, Demetrius	Athletics					\$110.00							\$110.00
Ward, Samuel	Athletics			\$145.00									\$145.00
Watkins, Mark	Athletics		\$105.00										\$105.00
Watson, Bryan T	Athletics												
Weaver, Dwayne	athletics					\$110.00							\$110.00
Webb, Troy	HS					\$198.20							\$198.20
Welders Warehouseb Corp								\$1,958.81					\$1,958.81
Wes Grable Company	Maintenance/Athletics							\$5,575.00					\$5,575.00
West Athletics	Athletics		\$450.00										\$450.00
Whitfill, Mark													
Whitney Athletics	Hs-Athletics							\$200.00					\$200.00
Wholesale Chess	MS UIL			\$60.99									\$60.99
Wiesman, Karen	Admin					\$3,333.70							\$3,333.70
Wilbanks, Alexandria	Athletics							\$125.00					\$125.00
Wilbanks, Cody	Athletics							\$125.00					\$125.00
Wilbanks, David	Athletics							\$125.00					\$125.00
Wilbanks, Lisa	Athletics							\$125.00					\$125.00
Wilbanks, Madison	Athletics							\$125.00					\$125.00
Williams, Marvin	Athletics			\$105.00									\$105.00
Williams, Patti Kay	Athletics		\$1,135.00										\$1,135.00

Wilson, Britney Nicole													\$0.00
Witten, Tammy	Reimbursement			\$33.97	\$19.08		\$17.98						\$71.03
Wright, Terrance	Athletics				\$135.00								\$135.00
Woodwind-Brasswind	HS-band				\$984.00								\$984.00
Xerox Corporation	District	\$2,080.87	\$2,080.84	\$914.09									\$5,075.80
Zimmerer Kubota	Maintenance						\$63.24						\$63.24
Zook, Michael	Elementary			\$116.46	\$127.75								\$244.21
Zukevich, Mark	Athletics		\$305.00	\$140.00									\$445.00
	Total	\$78,129.23	\$283,379.42	\$338,927.78	\$405,165.57	\$237,142.49	\$283,205.75	\$219,809.65	\$0.00	\$0.00	\$0.00	\$0.00	\$1,845,759.89

Rio Vista ISD Board Financial Report					
YTD By Function					
Sept. 01, 2021-February 28, 2022					
Revenues Fund 199	Current Year Budget	YTD Revenue	Current Realized	Revenue Balance	Percent Realized
5700 - Local Taxes	3,660,957.00	2,952,174.71	591,879.77	708,782.29	0.81
5730 Tuition & Fees	-	6,117.12	850.00	(6,117.12)	-
5740 Other Local Revenue	185,000.00	50,910.13	253.70	134,089.87	0.28
5750-Enterprising Activities	23,400.00	21,887.65	1,665.50	1,512.35	0.94
5700 - Total Local Revenue	3,869,357.00	3,031,089.61	594,648.97	838,267.39	0.78
5800 - State Revenue	5,238,359.00	3,019,567.00	10,217.00	2,218,792.00	0.58
5800 - Other -TRS on Behalf	442,554.00			442,554.00	-
5800 - Total State Revenue	5,680,913.00	3,019,567.00	10,217.00	2,661,346.00	0.53
5900 - Federal Revenue	92,000.00	25,313.58	1,937.01	66,686.42	0.28
Total Revenue - Local-State-Federal	9,642,270.00	6,075,970.19	606,802.98	3,566,299.81	0.63
Expenditures by Function - 199	Budget	YTD Expenditure	YTD Encumbered	Balance	Percent Expended
11-Instruction	4,731,105.54	2,713,608.36	24,031.73	1,993,465.45	0.57
12-Media/Library	10,455.00	5,331.48	57.22	5,066.30	0.51
13-Staff Development	101,312.50	51,577.00	-	49,735.50	0.51
23-School Leadership	476,768.50	313,641.13	40.50	163,086.87	0.66
31-Guidance & Counseling	239,218.00	114,881.86	-	124,336.14	0.48
33-Health Services	116,179.50	68,398.98	1,410.36	46,370.16	0.59
34-Transportaion	404,875.00	117,583.77	116,861.81	170,429.42	0.29
36-Cocurricular Activities	398,968.00	237,111.56	12,014.99	149,841.45	0.59
41-General Administration	563,241.00	276,671.03	2,550.68	284,019.29	0.49
51-Plant Maintenance	1,461,159.07	710,945.84	129,792.75	620,420.48	0.49
52-Security	109,115.00	55,468.06	1,550.00	52,096.94	0.51
53-Data Processing	245,751.00	133,510.00	4,600.00	107,641.00	0.54
71-Long Term Debt	266,858.90	245,988.36	-	20,870.54	0.92
93-Pmts Fiscal Agent (JCSSA)	483,726.00	322,482.00	-	161,244.00	0.67
99-Other Govt. Agencies	62,000.00	29,830.69	-	32,169.31	0.48
Total Expenditrues	9,670,733.01	5,397,030.12	292,910.04	3,980,792.85	0.56
Account Balances as of Mach 28, 2022					
General Account \$3,543,906.36					
Worker's Comp-\$388.37					
Debt Service \$2,193,227.46					
Faculty Scholarship \$2,528.82					

Taxes Collected as of February 28, 2022

	M/O			I & S			Totals
	Curr Tx	Del Tx	Penalty/Int	Curr Tx	Del Tx	Penalty/Int	
	5711	5712	5719	5711	5712	5719	
SEPT	11,939.95	3,038.50	4,225.98	4,078.46	1,170.48	1,402.15	25,855.52
OCT	50,038.61	9,072.70	2,969.63	18,407.00	3,186.70	1,053.96	84,728.60
NOV	234,653.14	7,523.28	1,556.89	86,318.75	2,665.90	538.09	333,256.05
DEC	1,258,109.34	10,217.07	7,796.29	462,802.97	3,183.36	2,104.58	1,744,213.61
JAN	984,161.31	6,541.45	4,113.55	362,030.09	2,329.13	755.95	1,359,931.48
FEB	729,421.24	5,469.37	7,962.81	268,322.12	1,924.58	2,519.29	1,015,619.41
MAR							-
APR							-
MAY							-
JUNE							-
TOTAL	\$3,268,323.59	\$41,862.37	\$28,625.15	\$1,201,959.39	\$14,460.15	\$8,374.02	\$4,563,604.67
Budget	3,555,957.00	55,000.00	50,000.00	1,300,000.00	25,000.00	20,000.00	5,005,957.00
Diff	287,633.41	13,137.63	21,374.85	98,040.61	10,539.85	11,625.98	442,352.33
%	91.91%	76.11%	57.25%	92.46%	57.84%	41.87%	91.16%

ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
ORDEN DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS

An election is hereby ordered to be held on ____/____/____ for the purpose of voting on:
 (date)

(Por la presente se ordena celebrar una elección el ____/____/____ con el propósito de votar sobre.)
 (fecha)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

Early voting by personal appearance will be conducted each weekday at:
 (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio) Hours (horas)

--	--

Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio) Hours (horas)

Early voting by personal appearance will be conducted each weekend at:
 (La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location (sitio principal de votación adelantada)

Location (sitio) Hours (horas)

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Branch Early Voting Locations (sucursal sitios de votación adelantada)

Location (sitio) Hours (horas)

Applications for ballot by mail shall be mailed to:
 (Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Name of Early Voting Clerk
(Nombre del Secretario/a de la Votación Adelantada)

Address (Dirección)

City (Ciudad) Zip Code (Código Postal)

Telephone Number (Número de teléfono)

Email Address (Dirección de Correo Electrónico)

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:
(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

_____/_____/_____.
(date)(fecha)

Issued this _____ day of _____, 20 _____.
(day) (month) (year)

(Emitida este día _____ de _____, 20 _____.)
(día) (mes) (año)

Signature of Presiding Officer (Firma del Dirigente que Preside)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Signature of Board Member
(Firma del Director)

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

Nota de Instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Rio Vista ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

